Guotai Fuhua Garment (Myanmar) Company Limited

Address: Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon

CONTENT

ပုံစံ (၄ - ခ)

အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

ရန်ကုန် တိုင်းဒေသကြီး / ပြည်နယ် ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ် ၊

ရက်စွဲ ၂၀ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၇ နှင့်အညီ အောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် Mr. Ding Yue

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ်
ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ် E98388660
အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဂ) နိုင်ငံသား CHINESE

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ Room 2108-9, Saxon Tower, 7 Cheung Shun Street, Lai Chi Kok, Kowloon, Hong Kong, China

(င) တယ်လီဖုန်း /ဖက်စ် / အီးမေးလ်လိပ်စာ dingyue@gtgh.com.cn +0086-13915698681

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) CMP စနစ်ဖြင့် အသင့်ဝတ်အထည် အမျိုးမျိုး

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်- ချုပ်လုပ်ခြင်းလုပ်ငန်း

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် Ms. ZHAO YA

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် Ms. ZHAO YA
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် G55151846

(ဃ) နိုင်ငံသား CHINESE

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ Zone A-03-03, Golden City, ရန်ကုန်ကမ်းနားလမ်း ၊ ရန်ကင်းမြို့နယ် ၊ ရန်ကုန်မြို့ ။

(စ) တယ်လီဖုန်း /ဖက်စ် 09-254152315 ၊၊ 09-779824118

(ဆ) အီးမေးလ်လိပ်စာ mandalay.sunset@gmail.com

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဍာန်

☑ ရာခိုင်နှုန်းပြည့် ☐ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး — %

အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး — %

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၁၀၀ %

၄။ အစုရှယ်ယာ ၁၀ % နှုန်းနှင့်အထက်ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
1.	Fortune Riches Limited		100%
	Representative By		
	Mr. Ding Yue	CHINESE	

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း USD 4.5 သိန်း

(ခ) အစုရှယ်ယာအမျိုးအစား Ordinary Share

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ 45000

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ကုမ္ပဏီဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲတင်ပြရန်

၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

ကျပ်/US$(သန်းပေါင်း)

(က) ပြည်တွင်းမှထည့်ဝင်သည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း —

(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း .... USD 4.5 သန်း ၁၀၀%

စုစုပေါင်း .... USD 4.5 သန်း

၇။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း .... (50+10+10) နှစ်

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ .... ဦးပိုင်အမှတ် ၄၅၁၊ မြေတိုင်းရပ်ကွက် အမှတ် ၂၄၊ ငွေပင်လယ်စက်မှုဇုန်၊ လှိုင်သာယာ၊ ရန်ကုန်မြို့။

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ .... USD 4.5 သန်း

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက်၊ လိုင်စင်၊ ပါမစ်စသည်တို့ ရရှိပြီးပါက ပူးတွဲတင်ပြရန်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း ☐ ရှိ၊ ☑ မရှိ

ရှိပါကလုပ်ငန်းဆောင်ရွက်မှုအခြေအနေကို ဖော်ပြပေးရန်

.... –

.... –

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်းရှိ/မရှိ ဖော်ပြရန်။

☑ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☐ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၆၊(ဂ)။ နိုင်ငံခြားမှ မတည်ငွေရင်း ယူဆောင်လာမည့် ကာလ — အတည်ပြုမိန့်ရပြီးသည့်နေ့မှစ၍ (၂) နှစ်အတွင်း

လျှောက်ထားသူလက်မှတ်

အမည် .... Mr. Zhou Qianhao

ရာထူး .... Director

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Zhou Qian Hao

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှုရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Zhou Qianhao

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Zhou Qian Hao

Form (4 - B)

Endorsement Application Form

To,

Chairman

Yangon Region Investment Committee

Reference No.

Date.

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's :-
   (a) Name Mr. Ding Yue
   (b) Company Registration No/ ID No/ National Registration Card No /Passport E98388660
   (c) Citizenship Chinese
   (d) Address/ Address of Registered Office Room 2108-9, Saxon Tower, 7 Cheung Shun Street, Lai Chi Kok, Kowloon, Hongkong, China
   (e) Phone /Fax / E -mail: dingyue@gtgh.com.cn 0086-13915698686
   (f) Type of Business(to describe in detail) Manufacturing of Garment on CMP Basis

Note: The following documents need to be attached according to the above paragraph (1) :-

(1) Company Registration Certificate (copy);

(2) ID No/ National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself / herself, the applicant;
   (a) Name Ms. Zhao Ya
   (b) Name of contact person Ms. Zhao Ya (if applicant is business organization)

Note: describe with attachment of letter of legal representative

   (c) ID No./ National Registration Card No./Passport No. G55151846
   (d) Citizenship Chinese
   (e) Address in Myanmar : Zone A-03-03,Golden City, Yankin Road, Yankin Township, Yangon
   (f) Phone / Fax : 09-254152315 09-779824118
   (g) E-mail : mandalay.sunset@gmail.com

3. Type of business organization to be formed:-

[✓] One Hundred Percent [ ] Joint Venture (To attach the draft of JV agreement)

[ ] Type of Contractual Basis (To attach draft contract/agreement)

Share Ratio (Local) ....- %........................

Share Ratio(Government Department/Organization)..............................-%..........................

Share Ratio(Foreigner) ....100 %..........................

4. List of Shareholders Owned 10 % of the Shares and Above

No	Name of Shareholder	Citizenship	Share Percentage
1	FORTUNE RICHES LTD.		100%
	Represented by: Mr. Ding Yue	Chinese	

5. Particulars of Company Incorporation

(a) Authorized Capital ...USD 4,500,000...

(b) Type of Share ...Ordinary Shares...

(c) Number of Shares ....45000...

....

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars of Paid-up Capital of the Investment

Kyat/US$ (Million)

(a) Amount/Percentage of local capital to be contributed ....-..................................

(b) Amount/Percentage of foreign capital to be brought in ...USD 4.5 Milloin ...100%...........

Total USD 4.5 Milloin.....

(c) Last date of capital to be brought in Within 2 years after getting MIC Endorsement

7. Particulars of the Investment Project- (50+10+10) years

(a) Investment location(s)/place(s) Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon

8. Amount of Investment USD 4.5 million

9. The liscense, Permit, Permission, and etc; of the relevant organizations shall be attached if they are received.

10. Commencement of Business ☐Yes ☑No

If it is commenced , describe the performance of business activities;

...

11. Describe whether other applications are being submitted together with the Endorsement Form or not:

☑ Land Rights Authorization Application

☐ Tax Incentive Application

Signature of the applicant

Name: Mr. Zhou Qianhao
Title: Director
Department /Company
(Seal/Stamp)

Date:---------------------------

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission .

Signature of the applicant

Name: Zhou Qianhao
Title: Director
Department /Company
(Seal/Stamp)

Date:----------------------------

国泰富华缅甸服装有限公司
GTIG Guotai Fuhua Garment (Myanmar) Co., Ltd.
No.(46), Block No.(24), Ngwe Pin Le Industrial Zone, Hlaing Tar Yar Twonship, Yangon.

To

Chairman

Yangon Region Investment Committee

Date: 28-7-2018

To whom it may concern:

We the undersigned, hereby authorize China Legal Bureau (Myanmar) Company Limited by ZHAO YA (Passport No.: G55151846) to act on our behalf in all manners relation to apply Endorsement for all documents and all acts carried out by ZHAO YA (Passport No.: G55151846) on our behalf shall have the same effect as acts of our own.

The authorization is valid until further written notice from Guotai Fuhua Garment (Myanmar) Company Limited.

Sincerely,

Mr. Zhou Qianhao

Director of Guotai Fuhua Garment (Myanmar) Co., Ltd.

28 July 2018

CHINA LEGAL BUREAU(MYANMAR)LTD.

Zone A- 03-03, Golden City Business Center, Yankin Road, Yankin Township, Yangon, Myanmar

Tel: 0949605881 , E-Mail: clblawyer@foxmail.com

သို့

ဥက္ကဋ္ဌ

ရန်ကုန်တိုင်းဒေသကြီး ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

ရက်စွဲ ။ ။ ၃၀.၇.၂၀၁၈

ကျွန်တော်များ China Legal Bureau (Myanmar) Ltd. ၊ ဥပဒေအကြံပေး ဝန်ဆောင်မှုလုပ်ငန်းမှ Guatai Fuhua Garment (Myanmar) Co., Ltd. ကုမ္ပဏီအား ဝန်ဆောင်မှုပေးရန် ထိုကုမ္ပဏီဘက်မှ လုပ်ငန်းအပ်နှံခဲ့ပါသည်။

ဤသို့ဖြင့် China Legal Bureau (Myanmar) Ltd. မှ ဝန်ထမ်းဖြစ်သူ Ms. Zhao Ya (G55151846) အား Guatai Fuhua Garment (Myanmar) Co., Ltd. ကုမ္ပဏီကို ကိုယ်စားပြုပြီး MIC အတည်ပြုမိန့်လျှောက်ထားပေးရန် ကျွန်တော်များ ကုမ္ပဏီဘက်မှ တာဝန်ပေးအပ်ပါသည်။

China Legal Bureau (Myanmar) Ltd.

編號 2303587
No.

公司註冊處
COMPANIES REGISTRY

公 司 註 冊 證 明 書
CERTIFICATE OF INCORPORATION

* * *

本人謹此證明
I hereby certify that

FORTUNE RICHES LIMITED
富華偉業有限公司

於 本 日 根 據 香 港 法 例 第 622 章《 公 司 條 例 》
is this day incorporated in Hong Kong under the Companies Ordinance

在 香 港 成 立 為 法 團 ， 此 公 司 是 一 間
(Chapter 622 of the Laws of Hong Kong), and that this company is

有 限 公 司 。
a limited company.

本證明書於 二〇一五 年 十一 月 四 日發出 。
Issued on 4 November 2015 .

香港特別行政區公司註冊處處長鍾麗玲
Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region

註 Note :
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

星展銀行 DBS
星展銀行(香港)有限公司
DBS Bank (Hong Kong) Limited
www.dbs.com.hk

Save and Cheque 戶口結單
Save and Cheque Account Statement

FORTUNE RICHES LIMITED
RM 2108 21/F SAXON TOWER
7 CHEUNG SHUN ST LAI CHI KOK KLN
HONG KONG

0005238

戶口號碼	Account Number	780265434
分行	Branch	T&O IBG OPS-IBG BR OPS HK
結單日期	Statement Date	30-Jun-2018
頁數	Page	1 of 2

慎防偽冒電話。詳情請致電 (852) 2290 8345 查詢。
Beware of Bogus Phone Calls. For more information, please call (852) 2290 8345.

重要資訊 Message For You

溫馨提示：我們的美金中轉銀行為JPMorgan Chase Bank (SWIFT CHASUS33)。 請確保你的客戶或生意伙伴使用正確的中轉行轉匯給你，以免不能收款或延誤。

As a gentle reminder, our USD agent bank is JPMorgan Chase Bank (SWIFT CHASUS33). To avoid any non-receipt or delay of incoming USD remittances, kindly inform all your customers and business partners of the correct agent bank details.

交易日期 Txn Date	交易詳情 Transaction Details	存入 Deposits	支出 Withdrawals	結餘 Balance (透支 Overdraft = OD)
貨幣 Currency: USD				
01-Jun-2018	承上結餘 BALANCE BROUGHT FORWARD			217,385.73
04-Jun-2018	CR 1513IT1585419 61-0513-044060 FX:1 AMU COMPANY L 61-0513-044060 AMU COMPANY LIM	5,506.70		222,892.43
04-Jun-2018	CHGS 1513IT1585419 61-0513-044060 AMU COMPANY LIMI 1513IT1585419 AMU COMPANY LIMI		13.27	222,879.16
05-Jun-2018	CHGS 1513II1763414 HK105068HN859260 LPP SA 1513II1763414 LPP SA		1.91	222,877.25
05-Jun-2018	CR 1513II1763414 HK105068HN859260 FX:1 LPP SA HK105068HN859260 LPP SA	17,796.55		240,673.80
05-Jun-2018	CHGS 1513OT1905361 EBOTT80605486414 EBOTT80605486414 YI REN GARMEN		13.99	240,659.81
05-Jun-2018	DR 1513OT1905361 EBOTT80605486414 FX:1 YI REN GARM EBOTT80605486414 YI REN GARMEN		23,061.86	217,597.95
07-Jun-2018	CR 1513IT1591805 PAY180606C011971 FX:1 BNP PARIBAS PAY180606C011971 BNP PARIBAS S	102,782.63		320,380.58
07-Jun-2018	CHGS 1513IT1591805 PAY180606C011971 BNP PARIBAS SU 1513IT1591805 BNP PARIBAS SUCU		13.27	320,367.31
07-Jun-2018	CHGS 1513II1772245 IF10069342 WING MOU GARMENT MFG 1513II1772245 WING MOU GARMENT		1.91	320,365.40
07-Jun-2018	CR 1513II1772245 IF10069342 FX:1 WING MOU GARMENT IF10069342 WING MOU GARMENT MF	210,276.25		530,641.65
12-Jun-2018	CR 1513IT1600336 PAY180611C017005 FX:1 BNP PARIBAS PAY180611C017005 BNP PARIBAS S	43,706.32		574,347.97
12-Jun-2018	CHGS 1513IT1600336 PAY180611C017005 BNP PARIBAS SU 1513IT1600336 BNP PARIBAS SUCU		13.27	574,334.70
14-Jun-2018	CHGS 1513IT1605657 PAY180613C013241 BNP PARIBAS SU 1513IT1605657 BNP PARIBAS SUCU		13.27	574,321.43

交易日期 Txn Date	交易詳情 Transaction Details	存入 Deposits	支出 Withdrawals	結餘 Balance (透支 Overdraft = OD)
貨幣 Currency: USD				
14-Jun-2018	CR 1513IT1605657 PAY180613C013241 FX:1 BNP PARIBAS PAY180613C013241 BNP PARIBAS S	50,615.93		624,937.36
14-Jun-2018	CR 1513II1785618 202OL18061400086 FX:1 BESTSELLER 202OL18061400086 BESTSELLER UN	5,683.47		630,620.83
14-Jun-2018	CHGS 1513OT1929177 EBOTT80614536041 EBOTT80614536041 GUOTAI GUOHUA		13.99	630,606.84
14-Jun-2018	DR 1513OT1929177 EBOTT80614536041 FX:1 GUOTAI GUOH EBOTT80614536041 GUOTAI GUOHUA		86.01	630,520.83
15-Jun-2018	支票存入 CHEQUE DEPOSIT	1,820.00		632,340.83
15-Jun-2018	CHGS 1513II1789173 IF10069786 WING MOU GARMENT MFG 1513II1789173 WING MOU GARMENT		1.91	632,338.92
15-Jun-2018	CR 1513II1789173 IF10069786 FX:1 WING MOU GARMENT IF10069786 WING MOU GARMENT MF	92,358.35		724,697.27
19-Jun-2018	CR 1513IT1610142 8108-012821279 FX:1 PUNTO FA, S.L 8108-012821279 PUNTO FA, S.L.	136,250.00		860,947.27
19-Jun-2018	CR 1513IT1615016 PAY180619C011461 FX:1 BNP PARIBAS PAY180619C011461 BNP PARIBAS S	55,679.48		916,626.75
19-Jun-2018	CHGS 1513IT1615016 PAY180619C011461 BNP PARIBAS SU 1513IT1615016 BNP PARIBAS SUCU		13.26	916,613.49
21-Jun-2018	CR 1513IT1617907 PAY180620C014685 FX:1 BNP PARIBAS PAY180620C014685 BNP PARIBAS S	137,023.27		1,053,636.76
21-Jun-2018	CHGS 1513IT1617907 PAY180620C014685 BNP PARIBAS SU 1513IT1617907 BNP PARIBAS SUCU		13.27	1,053,623.49
25-Jun-2018	CR 1513IT1623220 PAY180622C012991 FX:1 BNP PARIBAS PAY180622C012991 BNP PARIBAS S	46,584.11		1,100,207.60
25-Jun-2018	CHGS 1513IT1623220 PAY180622C012991 BNP PARIBAS SU 1513IT1623220 BNP PARIBAS SUCU		13.27	1,100,194.33
25-Jun-2018	IDEAL 網上銀行服務月費 IDEAL MONTHLY SERVICE FEE JUNE		19.50	1,100,174.83
25-Jun-2018	CHGS 1513IT1625417 PAY180625C011531 ITX TRADING SA 1513IT1625417 ITX TRADING SA		13.27	1,100,161.56
25-Jun-2018	CR 1513IT1625417 PAY180625C011531 FX:1 ITX TRADING PAY180625C011531 ITX TRADING S	40,467.18		1,140,628.74
26-Jun-2018	CHGS 1513OT1953073 EBOTT80626587647 EBOTT80626587647 GUOTAI GUOHUA		13.99	1,140,614.75
26-Jun-2018	DR 1513OT1953073 EBOTT80626587647 FX:1 GUOTAI GUOH EBOTT80626587647 GUOTAI GUOHUA		1,129,986.01	10,628.74
26-Jun-2018	支票存入 CHEQUE DEPOSIT	37,518.80		48,147.54
29-Jun-2018	CR 1513RF1429858 EBACT80629968135 EBACT80629968135 ENRICH GROUP	160,000.00		208,147.54
29-Jun-2018	CHGS 1513OT1965880 EBOTT80629613721 EBOTT80629613721 GUOTAI GUOHUA		13.99	208,133.55
29-Jun-2018	DR 1513OT1965880 EBOTT80629613721 FX:1 GUOTAI GUOH EBOTT80629613721 GUOTAI GUOHUA		199,986.01	8,147.54
30-Jun-2018	利息 INTEREST INTEREST POSTING	4.44		8,151.98
30-Jun-2018	戶口結餘 CLOSING BALANCE			8,151.98

0005238 / 0011548

星展銀行 DBS
星展銀行(香港)有限公司
DBS Bank (Hong Kong) Limited
www.dbs.com.hk

往來戶口月結單
Current Account Statement

FORTUNE RICHES LIMITED
RM 2108 21/F SAXON TOWER
7 CHEUNG SHUN ST LAI CHI KOK KLN
HONG KONG

0004384

往來戶口號碼	Current Account Number	490130458
分行	Branch	T&O IBG OPS-IBG BR OPS HK
結單日期	Statement Date	01-Jul-2018
頁數	Page	1 of 1

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交易日期 Txn Date	交易詳情 Transaction Details	存入 Deposits	支出 Withdrawals	結餘 Balance (透支 Overdraft = OD)
貨幣 Currency: CNY				
02-Jun-2018	承上結餘 BALANCE BROUGHT FORWARD			0.00
13-Jun-2018	CR 1513II1782016 180613RMC700047 FX:1 FRESH START 180613RMC700047 FRESH START SA	19,000,000.00		19,000,000.00
01-Jul-2018	戶口結餘 CLOSING BALANCE			19,000,000.00

0004384 / 0009711

DBS-128F (V.00)

Hong Kong/CBG/DNI/1311 (10/16)

重要事項：
以上為閣下於星展銀行進行的銀行業務交易詳情。倘您發現任何錯誤或差異，請於收到本結單後90日內通知本行，否則本文件將被視為不可推翻的證據並對客戶具有約束力。查詢詳情，請致電星展企業一線通 2290 8068 或瀏覽網頁http://www.dbs.com.hk。
往來戶口內的存款是符合香港存款保障計劃保障資格的存款。

IMPORTANT NOTE:
We are pleased to share particulars of your banking transactions with DBS. Should you notice any error or discrepancy, please contact us within 90 days upon receipt of this statement. This document will be treated as conclusive and binding unless such a report is received within 90 days period. For enquiries, please call DBS BusinessCare 2290 8068 or visit website http://www.dbs.com.hk.
Deposits in Current Accounts are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong.

FORTUNE RICHES LTD 富華偉業有限公司
香港九龍荔枝角長順街7號西頓中心2108-9室
Room 2108-9, Saxon Tower, 7 Cheung Shun Street, Lai Chi Kok, Kowloon, H.K.
電話/Tel: (852)2893 7718
傳真/Fax: (852)2528 6231

The Resolution of the Board of Directors of Fortune Riches Ltd.

Date: 23 July 2018
Time: 2:00 PM
Place: Meeting room

The attendees of the meeting are shown in the below table:

Name 姓名	Position 职位	Signature 签字
Zhang Bin	Chairman	[signature]
Zhang Ziyan	Director	[signature]

The Board of Directors discussion at the meeting shown as below

1. The Board of Directors had agreed to establish a subsidiary company at the Republic of the Union of Myanmar working on garment manufacturing and service related business, the proposed company name in Myanmar is Guotai Fuhua Garment (Myanmar) Co., Ltd.

2. The Board of Directors had made a decision to assign representative who will be in charge of the establishment of subsidiary company in the Republic of the Union of Myanmar is shown as below:

Name	Passport Number	Position
Ding Yue	E98388660	Representative

3. The directors ratified and approved all documents presented.

There was no further business, and upon motion made, seconded, and unanimously carried, it was RESOLVED, that all the items and documents have been examined by all directors, and are approved and adopted, and that all actions taken thus far have been ratified and approved by the directors of the Corporation.

There was being no further business, upon motion made and carried, the meeting was adjourned.

Ending Time: 3:00 PM

For and on behalf of
FORTUNE RICHES LIMITED
富華偉業有限公司
[signature]
Authorized Signature(s)

MR. Zhang Bin
Director of Fortune Riches Ltd.
23 July 2018

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

护 照 PASSPORT

类型 / Type: P

国家码 / Country Code: CHN

护照号 / Passport No.: G54765930



姓 / Surname
周/ZHOU

名 / Given names
乾豪/QIANHAO

性别 / Sex
男/M

出生地点 / Place of birth
江苏/JIANGSU

出生日期 / Date of birth
25 DEC 1972

签发地点 / Place of issue
江苏/JIANGSU

签发日期 / Date of issue
24 AUG 2011

有效期至 / Date of expiry
23 AUG 2021

签发机关 / Authority
公安部出入境管理局
Exit & Entry Administration
Ministry of Public Security

82908242

POCHNZHOU<<QIANHAO<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

G547659305CHN7212251M210823219203205<<<<<<22

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

中华人民共和国 PEOPLE'S REPUBLIC OF CHINA

护照
PASSPORT



类型/Type
P

国家码/Country Code
CHN

护照号码/Passport No.
E98388660

姓名/Name
丁岳
DING, YUE



性别/Sex
男/M

国籍/Nationality
中国/CHINESE

出生日期/Date of birth
02 DEC 1976

出生地点/Place of birth
江苏/JIANGSU

签发日期/Date of issue
07 3月/MAR 2017

签发地点/Place of issue
江苏/JIANGSU

有效期至/Date of expiry
06 3月/MAR 2027

签发机关/Authority
公安部出入境管理局
MPS Exit & Entry Administration

持照人签名/Bearer's signature
丁岳

1002537165

POCHNDING<<YUE<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

E983886606CHN7612024M2703062LGKBNEMA<<<<A960

CMP CONTRACT

This CMP Contract (“**this CMP Contract**”) is entered into on 10.1.2018between:

A. **JIANGSU GUOTAI INT’L GROUP GUOHUA CORP.LTD** (hereinafter referred to as “the Buyer ”) and **Guotai Fuhua Garment (Myanmar) Co., Ltd.**, a company is incorporated a company in Myanmar and obtaining the required Government approvals to manufacture garment according to the CMP production system (hereinafter referred to as “ the Seller ”).

the Buyer and the Seller shall each be referred to as **“Party”** and collectively, as the **“Parties”.**

RECITALS

B. Whereas, the Seller has secured various orders for garments such as Shirts, Cotton-padded jacket, Wool Coat, Pants and Jacket from its customers.

C. Whereas, the Seller is willing to outsource the management and production of such orders from its customers to the Buyer in accordance with the times and conditions of this CMP Contract and the Purchase Order attached here to at "**Purchase Order**"

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. CMP PRODUCTION REQUIREMENT
   (a) the Seller shall outsource the production orders as show in the Purchase Order to the Buyer and the Buyer shall receive and accept such orders to manage and operate according to the times herein and the Purchase Order.
   (b) The trimming and other raw materials for production of the garments as shown in the Purchases Order shall be provided by **JIANGSU GUOTAI INT’L GROUP GUOHUA CORP.LTD.**
   (c) The Parties agree that such orders as show in the Purchases Order shall be manufactures solely in Myanmar by **Guotai Fuhua Garment (Myanmar) Co., Ltd.** after the necessary Government approvals have been granted.
   (d) All garment as show in the Purchase Order to be produced shall be exported to European Union by sea.

2. **EFFECTIVE DATE AND TIME**

   This CMP Contrast shall be effective on the from the date on with this Agreement is signature by both the Parties and shall expire once performance of both the Parties’ obligations under this CMP Contrast and Purchases Order have been completed.

(The remainder of this page is intentionally left blank; Purchase Order to follow.)

This is purchase order issued by **JIANGSU GUOTAI INT'L GROUP GUOHUA CORP.LTD** in favor of **Guotai Fuhua Garment (Myanmar) Co., Ltd.** Details of our order are as stated below

Purchase Order

No	Product	Quantity	Unit Price (USD)	Total Price (USD)
1	JACKET	300000	3.5	1050000
2	PANTS	700000	2	140000
3	Shirt	170000	1.2	204000
4	Coat	170000	4.0	680000
5	parks	150000	4.5	675000
6	Blouse	150000	1.5	225000
	Total	1640000		4234000

Order Number

Date

Season

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written above.

JIANGSU GUOTAI INT'L GROUP GUOHUA CORP.LTD	Guotai Fuhua Garment (Myanmar) Co., Ltd
Signed by:	Signed by:
Designation:	Designation:
Date:	Date:

WITNESSES

Signed by:	Signed by:
Designation:	Designation:
Date:	Date:

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

GUOTAI FUHUA GARMENT (MYANMAR) CO., LTD
Company Registration No. 100228122

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ
GUOTAI FUHUA GARMENT (MYANMAR) CO., LTD
အား ၂၀၁၈ ခုနှစ် ဩဂုတ်လ ၁၀ ရက်နေ့တွင်
အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ
အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

This is to certify that
GUOTAI FUHUA GARMENT (MYANMAR) CO., LTD
was incorporated under the Myanmar Companies Law 2017 on 10 August 2018 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ
Registrar of Companies
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
Directorate of Investment and Company Administration

Company Constitution

of

(*Company*)

Adopted on / / 20

Note 1: This is a model form of constitution which has been prepared for private companies limited by shares. It provides maximum flexibility in the management and administration of companies. A company may include provisions which limit the objectives and powers of the company. The model constitution should be reviewed carefully prior to being adopted to ensure that it best serves the objectives of the company and its members as a whole.

Note 2: If the company is to be a company limited by guarantee, the constitution should state the amount of the guarantee, that the liability of members is limited by the amount of the guarantee and that each member undertakes to contribute to the assets of the company in the event of it being wound up in accordance with the law. If the company is to be a company limited by guarantee without share capital, all clauses relating to shares and share capital should be deleted from the constitution.

Note 3: An alternative form of constitution should be adopted if the proposed company is to be an unlimited company.

Note 4: A company may adopt its own constitution and is not required to use this model constitution.

Table of contents

Chapter 1 Definitions

1. In this Constitution, subject to clause 2, unless the context otherwise requires:

   (a) **corporate representative** means a person appointed as a body corporate Member's representative under the Law.

   (b) **Board** means the Directors acting together as a board of directors which will be the single Director in the case of a single director company.

   (c) **Director** means a person appointed as a director of the Company in accordance with this Constitution and the Law.

   (d) **distribution** includes a return of capital, bonus share issue, payment in respect of any share buy-back and any other income or capital distribution.

   (e) general meeting means a general meeting of the Company.

   (f) **Law** means the Myanmar Companies Law 2017 (Pyidaungsu Hluttaw Law No. 29) as amended and in effect from time to time.

   (g) **Lien Monies** has the meaning given in clause 28(a).

   (h) **Member** means a person who is entered in the Register as the holder of one or more Shares.

   (i) **Office** means the registered office of the Company.

   (j) **Ordinary Resolution** means a resolution which has been passed by a simple majority of the votes of Members entitled to vote as are present in person or by proxy at a general meeting of which notice specifying the intention to propose the resolution as an ordinary resolution has been duly given.

   (k) **Outstanding Monies** has the meaning given in clause 29(b).

   (l) **poll** means, for the purposes of voting, a count of votes attached to shares held by each Member.

   (m) **Register** means the register of the Company's members required to be set up and maintained under the Law.

   (n) **resolution** means any resolution and includes a resolution of the Directors, an Ordinary Resolution and a Special Resolution.

   (o) **Seal** means the common seal of the Company.

   (p) **Secretary** means any person appointed as a secretary of the Company in accordance with this Constitution and the Law.

   (q) **Share** means a share in the share capital of the Company.

   (r) **show of hand** means, for the purposes of voting, a count of hands of Members.

   (s) **Special Resolution** means a resolution which has been passed by a majority of not less than three-fourths of the votes of Members entitled to vote as are present in

person or by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given.

Definitions in the Law

2. All words used in this Constitution which have been defined in the Law have the same meaning as given to them in the Law, unless otherwise stated.

Constitution subject to the Law

3. This Constitution is subject to the Law. Where there is any conflict or inconsistency between a clause of this Constitution and the Law, except to the extent that such conflict or inconsistency is permitted under the Law, the Law prevails in respect of the conflict or inconsistency.

Chapter 2 Preliminary matters

4. This is the constitution of the Company.

5. The Company is a company limited by shares and the liability of each Member is limited to the amount unpaid (if any) on Shares held by them in accordance with the Law.

6. Subject to any decision of Members in accordance with the Law, the Company will have the following classes of Shares:

   (a) ordinary shares (which shall have the rights as set out in the Law); and

   (b) the additional classes of Shares, if any, set out in the Schedule (which shall have the rights set out in the Schedule); and

   (c) any other classes of shares issued in accordance with the Law.

7. No Member may hold less than one Share.

8. The Company's Office will be situated in the Republic of the Union of Myanmar.

Chapter 3 Share capital

Allotment and issue of Shares

9. Subject to the Law, the Company may:

   (a) allot and issue Shares to any persons, on any terms and at those times as the Directors determine;

   (b) grant an option over the issue of any Shares to any persons, on any terms and during any time as the Directors determine; and

   (c) without limiting clause 9(a), allot and issue Shares with any preferential, deferred or special rights or with any restrictions (whether in regard to dividends or other distributions, voting or otherwise) as the Directors determine.

Company may issue preference Shares

10. Subject to the Law, and without limiting clause 9, the Company may allot and issue preference Shares on any terms the Directors determine including preference Shares which are, or which at the option of the Company or holder or both may be, liable to be redeemed or converted into ordinary Shares.

Applications for Shares

11. If the Company receives an application for a Share by or on behalf of a person and the Company allots a Share to the person as a consequence of that application, the application is to be treated as:

    (a) an agreement by the person to accept that Share subject to the terms on which the Share is allotted;

    (b) a request by the person for the Company to enter the person's name in the Register as the holder of that Share; and

    (c) an agreement by the person to become a Member and, subject to the Law, to be bound by this Constitution.

Joint holders

12. Two or more persons registered as the holders of any Share are deemed to hold the Share as joint holders, subject to the following provisions:

    (a) the joint holders are jointly and severally liable for all payments (including amounts payable under a call) which are required to be made on, for or in respect of the Share;

    (b) if a joint holder dies, the survivor or survivors are the only person or persons recognised by the Company as having any title to the Share, but the Directors may require evidence of death;

    (c) any one joint holder may give a valid receipt for any dividend or other distribution to the joint holders;

    (d) delivery of a notice, a report, accounts or a certificate for the Share to any joint holder is sufficient delivery to all the joint holders; and

    (e) the joint holders shall be treated as a single Member.

Recognition of trusts or other interests in Shares

13. Subject to the Law, the Company may treat the registered holder of any Share as the absolute owner of that Share and, accordingly, the Company is not required to recognise (whether or not it has notice):

    (a) a person as holding a Share on any trust; or

    (b) any equitable, contingent, future or partial interest in any Share.

Chapter 4 Certificates

Issue of certificates

14. If the Company is required by the Law to issue a certificate for any Shares, the certificate must be issued in accordance with, and must include all information required by, the Law.

Member's entitlement to certificate

15. Subject to this Constitution, each Member is entitled upon request and free of charge to one certificate for each class of Shares registered in their name.

Certificate for joint holders

16. If Shares are registered in the names of two or more persons, the Company is only required to issue one certificate for each class of those Shares.

Cancellation of certificate on transfer or transmission

17. Subject to this Constitution and to the requirements of the Law, on every application to register the transfer of any Shares, or to register any person as a holder of any Shares which have been transmitted to that person by operation of law, the certificate for those Shares must be delivered to the Company for cancellation if such a certificate has been issued.

Replacement of certificates

18. The Company must issue a replacement certificate to a Member upon request if a certificate for any Share is:

    (a) worn out or defaced, on delivery of the worn out or defaced certificate to the Company; or

    (b) lost or destroyed, when the Company is given:

        (i) evidence that the certificate has been lost or destroyed, and has not been pledged, sold or otherwise disposed of; and

        (ii) an undertaking to return the certificate to the Company, if found or received.

19. The Company must issue all replacement certificates within 28 days after receiving the original certificate or being given the evidence and other items referred to in clause 18(b), as applicable, or such shorter period (if any) required under the Law.

Chapter 5 Lien & Forfeiture

Lien

20. The Company has a first and paramount lien on each Share for:

    (a) all amounts due and unpaid on the Share;

    (b) all amounts owing to the Company for acquiring the Share;

    (c) all amounts payable to the Company in respect of the Share;

(d) interest (if any) accrued under clause 40 (including as a result of the application of that clause to any debt or amounts under clause 39); and

(e) reasonable costs and expenses incurred by the Company because an amount referred to in this clause is not paid when due.

Extent of lien

21. The Company's lien on a Share extends to all dividends and other distributions and other amounts payable to the holder of the Share in respect of the Share, including the proceeds of the sale or other disposal of the Share. The Company may deduct from or set-off against any dividends or other distributions or other amounts subject to the Company's lien any amounts, interest and costs and expenses referred to in clause 20.

Exemption from lien

22. The Company may at any time:

(a) exempt a Share in whole or in part from the provisions of clauses 20 and 21; or

(b) except in respect of an amount unpaid on a Share, waive or compromise payment of all or any part of any amounts, interest and costs and expenses referred to in clause 20.

Company may forfeit instead of exercising lien

23. If clauses 24 to 26 apply to a Share to which clauses 20 to 22 also apply, the Company may choose which of the lien or forfeiture procedures under this clause it will use. Choosing to use one of the procedures under a clause does not limit the Company's rights to use the other procedures under the other clauses.

Forfeiture on non-payment of calls

24. Without limiting clauses 20 to 22, unless the Company otherwise determines, any Share on which a call is unpaid (in whole or in part) will, 28 days after the Company gives notice to the Member that the day for its payment has expired, be absolutely forfeited without any resolution of the Directors or other proceeding being required. Subject to the Law, the Company may then cancel or sell or otherwise dispose of the forfeited Share.

Evidence of forfeiture

25. A written statement declaring that the person making the statement is a Director or Secretary and that a Share has been forfeited on a date stated in the statement, is conclusive evidence of the facts stated in the statement as against all persons claiming to be entitled to or otherwise have an interest in the Share.

Effect of forfeiture

26. On forfeiture of a Share, the person whose Share is forfeited:

(a) ceases to be a Member in respect of the forfeited Share;

(b) without limiting clause 26(a), loses all entitlements to dividends or other distributions determined or declared or otherwise payable in respect of the forfeited Share and not actually paid; and

(c) remains liable to pay the Company all amounts which, at the date of forfeiture, were payable by them to the Company on, for or in respect of the forfeited Share, including all interest (if any) accrued under clause 40. The Company is under no obligation to enforce payment.

Sale of Share under lien or sale of forfeited Shares

27. The Company may sell or otherwise dispose of any Share on which the Company has a lien subject to clause 28, or which it has determined shall be forfeited, on any terms and in any manner the Directors determine, provided the sale or other disposal is in accordance with any applicable requirements of the Law.

28. The Company may not sell any Share on which it has a lien unless:

(a) an amount in respect of which the lien exists (**Lien Monies**) is presently due; and

(b) the Company has, not less than 28 days before the date of sale, given a written notice to the person registered as the holder of the Share stating that the Lien Monies is presently due and demanding payment of the Lien Monies in full, and the Lien Monies has not been paid in full in accordance with such notice.

Proceeds of sale

29. The Company must apply the proceeds of the sale or other disposal of a Share under this chapter 5:

(a) first, in payment of all costs and expenses incurred in selling or otherwise disposing of the Share; and

(b) second, in payment of the Lien Monies (in the case of a lien) or, in in payment of the amounts payable on, for or in respect of the forfeited Share by the registered holder of the Share, and unpaid (**Outstanding Monies**).

30. The Company must pay the balance (if any) to the person registered as the holder of the Share immediately before the Share was sold or otherwise disposed of or as that person directs.

Effecting the sale or other disposal

31. The Company may do all things necessary or desirable to facilitate and effect the sale or other disposal of a Share pursuant to this chapter 5.

32. The transferee or other recipient of any Share sold or otherwise disposed of under this chapter 5 is not required to see that the proceeds of the sale or other disposal are properly applied as set out in this chapter 5. The transferee or other recipient's title to the Share is unaffected by any irregularity or invalidity in connection with the sale or other disposal or the application of the proceeds of the sale or other disposal.

33. The transferee or other recipient of any Share sold or otherwise disposed of under this chapter 5 is discharged from liability for any amounts called on the Share which were due before the sale or other disposal of the Share, unless otherwise agreed by the transferee or other recipient and the Company.

No release of liability

34. Where the proceeds of the sale or other disposal of a Share under this chapter 5 (after payment of all costs and expenses incurred in selling or otherwise disposing of the Share) are insufficient to pay the Lien Monies or Outstanding Monies in full, the person or persons liable to pay the Lien Monies or Outstanding Monies remain liable to the Company for the balance of the Lien Monies or Outstanding Monies. Nothing in, or done pursuant to, this chapter 5 releases a person who is or was registered as the holder of any Share, from any liability to the Company in respect of the Lien Monies or Outstanding Monies.

Remedies

35. The remedy of any person aggrieved by the sale or other disposal of their Shares under this chapter 5 is limited to a right of action in damages against the Company to the exclusion of any other right, remedy or relief against the Company or any other person.

Chapter 6 Calls

Company may make calls

36. The Company may:

    (a) make calls as the Directors determine on a Member for any or all of the amounts unpaid on Shares held by the Member which are not payable at fixed times under the terms of issue of the Shares;

    (b) make a call payable by instalments; and

    (c) revoke or postpone a call or extend the time for payment of the call.

Time of call

37. A call is deemed to have been made when the resolution of the Directors authorising that call is passed or as otherwise specified in the resolution.

Notice and payment of calls

38. The Company must give written notice of a call on a Member to the Member at least 21 days before the amounts called are due. The notice must specify the time and a reasonable method for payment. The non-receipt of any notice of a call by, or the accidental omission to give notice of a call to, the Member will not invalidate the call.

Fixed payments deemed calls

39. Any amount which, by the terms of issue of a Share, becomes payable on issue or at any fixed date, will for the purposes of this Constitution be deemed to be a call for that amount duly made, notified and payable on the date on which the amount is payable. In the case of non-payment, all the provisions of this Constitution relating to non-payment of calls, including payment of interest, costs and expenses, forfeiture and the cancellation or the sale or other disposal of the Member's Shares will apply as if the amount had become payable by virtue of a call duly made and notified.

Interest on amounts not paid

40. Amounts called on a Share and not paid on or before the date for payment bear interest from the date for payment to the time of actual payment at any reasonable rates the Directors may determine. The Company may waive payment of interest, either in whole or in part.

Payment of calls

41. A Member must pay the amount of each call made on them at the times and by the methods determined by the Directors or the terms of issue of the Shares on which the call is made.

Prepayment of calls

42. A Member may at any time pay to the Company all or any part of the amount unpaid on the Shares held by the Member beyond the amounts actually called (if any).

Chapter 7 Transfer of Shares

Transfer document

43. Subject to this Constitution and the Law, a Member may transfer any Shares by a transfer document duly stamped and delivered to the Company. The transfer document must:

    (a) be in writing in the usual or common form or in any other form as the Directors may determine or agree to accept;

    (b) include all information required by the Law, including a declaration by the transferor or transferee (or both of them) as to whether as a result of the transfer an overseas corporation or other foreign person (or combination of them) will acquire or cease to have an ownership interest in the company's shares;

    (c) be signed by or on behalf of the transferor and transferee or as otherwise permitted by the Law; and

    (d) be accompanied by the certificate (if required by Law and if such certificate has been issued) for the Shares to be transferred and any other evidence the Directors may require to prove the title of the transferor to or their right to transfer the Shares.

Registration of transfer

44. Subject to clause 45, the Company must register each transfer of Shares which complies with clause 43 and must do so without charge.

Directors may refuse to register transfer

45. Subject to the Law, the Directors may refuse to register any transfer of Shares if, within 21 days of receipt of the application for transfer and other documents required by this chapter 7, the Board passes a resolution to this effect setting out the reason for refusing the transfer and the Company then sends to the transferee and the transferor notice of this refusal, including the reasons for such refusal, within a further 7 days of passing the resolution.

Retention and return of transfer document

46. The Company must:

(a) retain all transfer documents for registered transfers of Shares for the period determined by the Directors or otherwise required by law; and

(b) except in the case of fraud or suspected fraud, return on demand any transfer document for a transfer of Shares which the Directors refuse to register to the person who delivered the document.

Transfer not complete until name entered in the Register

47. The transferor of a Share remains the holder of the Share until the name of the transferee is entered in the Register as the holder of the Share.

Chapter 8 Transmission of Shares

Death of a Member

48. If a Member dies and the Member:

(a) was a joint holder of any Shares, any surviving joint holders are the only persons the Company will recognise as having any title to or interest in those Shares; or

(b) was the sole holder of any Shares, the legal personal representatives of the Member are the only persons the Company will recognise as having any title to or interest in those Shares.

49. Nothing in clause 48 releases the estate of a deceased Member from any liability for any amount unpaid on, or otherwise owing to the Company for or in respect of a Share, whether that Share was held by the deceased solely or jointly with one or more other persons.

Chapter 9 Alteration of capital

50. The Company may alter its capital in any manner permitted by the Law. Subject to the Law, the Directors may do anything required to give effect to any resolution which alters the Company's share capital.

Chapter 10 Variation or cancellation of rights or restrictions

Variation or cancellation of rights of or restrictions on class of Shares

51. Subject to the terms of issue of any Shares and the Law, all or any of the rights and restrictions attached to or imposed on any class of Shares may only be varied or cancelled, including by converting or reclassifying Shares from one class to another:

(a) with the written consent of holders of at least 75% of the Shares of that class; or

(b) with the approval of a Special Resolution passed at a meeting of holders of the Shares of that class.

No variation by issue of further Shares ranking equally

52. Subject to the terms of issue of any Shares, the rights or restrictions attaching to or imposed on the Shares of any class will not be deemed to be varied by the allotment or issue of further Shares ranking equally in respect of those rights and restrictions.

Changes to this Constitution

53. Each Member agrees to be bound by any modification of this Constitution made in accordance with the Law after the date on which they become a Member.

Chapter 11 General meetings

Annual general meetings

54. Annual general meetings must be held if required by and in accordance with the Law. The business of an annual general meeting may include:

    (a) where the Company is required to prepare such reports, receiving and considering the annual financial report, directors' report and auditor's report;

    (b) electing Directors; and

    (c) where the company is required to appoint an auditor, the appointment of the auditor;

    whether or not this is stated in the notice of meeting.

Convening general meetings

55. Subject to the Law, any Director may convene a general meeting at a reasonable time and place they determine.

Members may requisition general meeting

56. Members may requisition the holding of a general meeting in accordance with the Law. The Directors must convene a meeting so requisitioned in accordance with the time limits under the Law.

Notice of general meeting

57. If the Company is a private company, at least 21 days' notice of a general meeting must be given, or if the Company is a public company, at least 28 days' notice of a general meeting must be given.

58. Notice of a general meeting must be given in the manner provided by this Constitution and the Law to the Members and those persons who are otherwise entitled under this Constitution or the Law to receive notices of general meetings, and must include or be accompanied by all information required by the Law.

Directors entitled to notice of general meeting

59. A Director is entitled to receive notice of, attend and speak at all general meetings.

Omission to give notice of general meeting or comply with notice requirements

60. Subject to the Law:

(a) the accidental omission to give notice of a general meeting (or any postponement or, if required, adjournment of or change to the meeting) to, or non-receipt of any such notice by, any Member or any person who is otherwise entitled under this Constitution or the Law to receive notices of general meetings; or

(b) failure to strictly comply with clause 58 in respect of a notice of a general meeting,

does not invalidate any of the proceedings at the meeting.

Class meetings

61. The provisions of this Constitution relating to general meetings apply so far as they are capable of application and with any necessary changes to every meeting of the holders of a class of Shares except that:

(a) a quorum is constituted by:

(i) if one person holds all of the Shares of the class, that person; or

(ii) if two or more persons hold the Shares of the class, at least two persons who hold Shares of the class; and

(b) any holder of Shares of the class present at the meeting may demand a poll.

Chapter 12 Proceedings at general meeting

Member deemed to be present

62. A Member may attend a general meeting, and is deemed to be present, in any of the following ways:

(a) in person;

(b) by attorney;

(c) by proxy; or

(d) in the case of a Member which is a body corporate, by a corporate representative.

Attorney of Member

63. Any Member may appoint an attorney to act on their behalf at any or all general meetings or all general meetings during a specified period. Before the first meeting at which the attorney acts on the Member's behalf, the power of attorney validly appointing the attorney must be deposited at the Office or at any other place specified in the notice of the meeting for that purpose. If requested by the chair of any general meeting to which the power of attorney relates, the attorney must deliver to the chair a duly executed declaration of non-revocation of the power of attorney. Subject to the Law, the chair's decision or, in the chair's absence, the Directors' decision as to the validity of a power of attorney is final and binding.

Representative of body corporate

64. Any Member that is a body corporate may, in accordance with the Law, authorise any person to act as its representative at any or all general meetings or all general meetings during a specified period. That corporate representative is then entitled to exercise the same powers as the body corporate appointing the corporate representative could have exercised as a Member at the relevant general meetings or in voting on a resolution, if it were a natural person.

Quorum for general meeting

65. No business may be transacted at any general meeting unless a quorum is present at all times during the meeting. A quorum is constituted by:

    (a) if the Company has only one Member, that Member; and

    (b) if the Company has two or more Members, two Members.

No quorum

66. If a quorum is not present within 30 minutes after the time appointed for a general meeting:

    (a) any meeting convened by Members or by the Directors on request of Members is dissolved; and

    (b) any other meeting stands adjourned to the same day in the next week at the same time and place or to any other day, time and place as the Directors may determine and give notice of to the Members and those persons who are otherwise entitled under this Constitution or the Law to receive notices of general meetings. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, then those Members who are present are deemed to be a quorum and may transact the business specified in the original notice convening the meeting.

Chair of general meeting

67. The chair of the Directors or, in the chair's absence, the deputy chair of the Directors (if any) will be entitled to take the chair at every general meeting. If there is no chair or deputy chair of the Directors, or if neither of them is present within 30 minutes after the time appointed for holding the meeting or willing to take the chair, the Directors present at the meeting may choose a chair of the meeting. If the Directors do not choose a chair of the meeting, the Members present must choose one of the Directors to be chair, and if no Director is present or willing to take the chair, the Members must choose one of the Members (or their proxy, attorney or corporate representative) to be chair.

68. The chair of a general meeting may, in the case of a conflict of interest or otherwise in their discretion, appoint someone else (who need not be a Director) to chair one or more items of business or resolutions at the meeting. While acting as chair the appointee may exercise all of the chair's powers and discretions conferred by this Constitution or the Law. The chair resumes the chair after the appointment concludes.

Powers of chair

69. The chair of a general meeting is responsible for the general conduct of and procedures at the meeting. The chair's decisions about general conduct and procedures is final and binding.

70. At any general meeting, if the chair of the meeting declares that a resolution has been carried, or carried by a particular majority, or not carried and an entry to that effect is recorded in the minutes of the meeting, that declaration is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against or abstained on that resolution.

Adjournment of general meeting

71. Subject to clause 72, the chair of a general meeting may adjourn the meeting to a different day, time and place, but only business left unfinished at the meeting from which the adjournment took place may be transacted at the adjourned meeting.

72. Clause 71 does not permit the chair of a general meeting to adjourn a meeting convened by a single Director, or in accordance with the Law by Members, by the Directors on request of Members or by a court unless the persons who convened the meeting (or at the request of whom the meeting was convened) consent to the adjournment.

Notice of adjourned general meeting

73. If a general meeting is adjourned for more than 28 days, notice of the adjournment must be given to all Members and those persons who are otherwise entitled under this Constitution or the Law to receive notices of general meetings in the same manner in which notice was, or ought to have been, given of the original meeting.

Chapter 13 Voting

Resolution determined by majority

74. At a general meeting all proposed resolutions will be decided by a simple majority of votes except where a greater majority is required by this Constitution or the Law.

Casting vote of chair

75. If, on a resolution at a general meeting, an equal number of votes occurs on a show of hands or on a poll, the chair of the meeting has a casting vote in addition to any votes to which the chair may be entitled as a Member, proxy, attorney or corporate representative.

Method of voting

76. Each proposed resolution at a general meeting will be determined by a show of hands unless, before a vote is taken or before or immediately after the declaration of the result of the vote on a show of hands, a poll is demanded as provided by the Law.

Demand for poll

77. A poll may be demanded on any resolution at a general meeting by:

(a) at least five Members present and entitled to vote on the resolution;

(b) any one or more Members present and holding Shares conferring not less than 10% of the votes that may be cast on the resolution on a poll; or

(c) the chair of the meeting.

Conducting a poll

78. If a poll is demanded on any resolution at a general meeting, the chair of the meeting:

(a) will decide the manner in which, and the date and time at which, the poll is taken;

(b) must ascertain the number of votes attaching to Shares held or represented by persons voting in favour of the resolution and by those voting against the resolution; and

(c) will determine any dispute about admitting or rejecting a vote and that determination, made in good faith, will be final and binding.

Votes

79. Subject to this Constitution and the rights or restrictions on voting on any class of Shares:

(a) on a show of hands every Member present has one vote; and

(b) on a poll every Member present has:

(i) one vote for each fully paid Share held by that Member; and

(ii) a fraction of a vote for each partly paid Share, equivalent to the proportion which the amount paid is of the total amounts paid and payable for that Share.

80. A person entitled to cast more than one vote on a poll need not use all their votes or cast all the votes they use in the same way.

Voting by proxy

81. A Member who is entitled to vote on a proposed resolution at a general meeting may appoint a person as that Member's proxy to attend the meeting and vote on that Member's behalf.

82. A proxy may demand or join in demanding a poll.

83. If a Member is present at any general meeting for which the Member has validly appointed a proxy to attend and vote for the Member, the proxy's authority to:

(a) speak for the Member is suspended while the Member is present; and

(b) vote for the Member on any proposed resolution is not suspended while the Member is present but is revoked by the Member voting in person.

84. Subject to the Law, a proxy may vote or abstain from voting on a proposed resolution at a general meeting as they choose. However, if the instrument appointing the proxy directs the way in which the proxy must vote or abstain from voting, then the proxy may only vote or abstain in that way.

Validity of vote given in accordance with proxy, attorney or representative

85. Unless the Company has received written notice of the matter before the start or resumption of the general meeting at which a person votes as a proxy, attorney or corporate representative of a Member, a vote cast by the person will be valid even if, before the person voted, the Member:

(a) dies;

(b) is mentally incapacitated;

(c) revokes the person's appointment or authority;

(d) revokes the authority under which the person was appointed by a third party; or

(e) transfers the Share for which the appointment or authority was made or given.

Voting if call unpaid on Shares

86. A Member may not, at any general meeting, vote any Share they hold if any amounts are due and payable to the Company at the time of the meeting on, for or in respect of the Share. This does not restrict the Member from voting any other Shares which they hold, including, subject to clause 79(b)(ii), partly paid shares.

Voting by joint holders

87. Subject to clause 88, a joint holder of Shares entitled to vote on a proposed resolution at a general meeting may vote all of the Shares in respect of which they are joint holder on that resolution.

88. If more than one joint holder of Shares is present at any general meeting and tenders a vote on a proposed resolution, only the vote of the joint holder whose name appears first on the Register will be counted.

Voting by transmittee

89. If a person entitled to a Share because of the transmission of the Share to them by operation of law gives the Company, at least 48 hours before the time notified for a general meeting (or a postponed or adjourned meeting), evidence of the entitlement as the Directors may require, that person may exercise the rights in respect of the Share (including voting the Share) at the meeting as if that person were registered as the holder of the Share.

Ruling on entitlements and votes

90. A person may only object to whether a purported voter is entitled to vote or a vote by any person present and entitled (or claiming to be entitled) to vote should be admitted or rejected, at the meeting at which the purported voter wishes to vote or the vote objected to is given or tendered. The objection must be determined by the chair of the general meeting, whose decision is final and binding. A vote not disallowed as a result is valid and effective for all purposes.

Chapter 14 Resolutions without meetings

Where only one Member

91. If the Company has only one Member, the Company may pass a resolution without a general meeting being held if that Member (or their attorney or corporate representative) records the resolution and signs the record.

Where more than one Member

92. If the Company is a private company and has more than one Member, the Company may pass a resolution, other than a resolution to remove an auditor under the Law, without a general meeting being held if all the Members entitled to vote on the resolution (or their attorneys or corporate representatives) sign a document containing a statement that they are in favour of the resolution set out in the document. Identical copies of the document and accompanying information may be distributed for signing by different Members. The resolution is passed when all of the Members have signed the document.

Chapter 15 Proxies

Instrument appointing proxy

93. An instrument appointing a proxy must be in writing and signed by the appointor and include the Member's name and address, the Company's name, the proxy's name and the meetings at which the proxy may be used (which may be all meetings).

94. An appointment of proxy may be a standing one.

Deposit of proxy with Company

95. An instrument appointing a proxy and the power of attorney (if any) under which it is signed must be received by the Company at least 48 hours before the time for holding the general meeting to which the proxy relates and may be:

    (a) delivered to the Office;

    (b) sent by fax to the Office or to any other fax number specified in the notice of the meeting for that purpose;

    (c) sent by email or other means to an electronic address specified in the notice of the meeting for that purpose; or

    (d) otherwise received by any other means specified in the notice of meeting, notified by the Company from time to time or otherwise permissible under the Law.

Validity of proxy

96. Subject to the Law, the decision of the chair of a general meeting or, in the chair's absence, the Directors' decision as to the validity of an instrument appointing a proxy or the power of attorney (if any) under which it is signed is final and binding.

Chapter 16 The Directors

Number of Directors

97. The number of Directors must not be less than one (if the Company is a private company) or three (if the Company is a public company).

Directors must be natural persons

98. A Director must be a natural person.

Directors' tenure of office

99. Subject to the Law, each Director will hold office until they are removed under this Constitution or automatically cease to be a Director in accordance with the Law.

No Share qualification

100. A Director is not required to hold any Shares.

Appointment or removal of Directors

101. Directors may be appointed or removed by Ordinary Resolution or by notice in writing to the Company signed by or on behalf of all Members.

Directors may fill casual vacancies or appoint additional Directors

102. The Directors also have power at any time to appoint any other person as a Director either to fill a casual vacancy or as an addition to the Board provided that the total number of Directors must not at any time exceed the maximum number for the time being fixed by or under this Constitution (if any).

Alternate Director

103. Subject to the Law, each Director may, with the approval of the other Directors, appoint a person (whether or not a Member) to act as an alternate Director in that Director’s place during any period the appointing Director determines. The appointment must be in writing and signed by the appointing Director and a copy of the appointment must be given to the Company at the Office or to a meeting of the Directors.

104. Any alternate Director:

(a) may be removed or suspended from office by written notice to the Company from the Director who appointed the alternate (**appointer**);

(b) is entitled to receive notice of, attend (if the appointer is not present) and be counted towards a quorum at meetings of Directors;

(c) is entitled to vote at meetings of Directors they attend on all resolutions on which the appointer could vote had that appointer attended and, where the alternate is a Director in the alternate's own right, will have a separate vote on behalf of the appointer in addition to the alternate's own vote;

(d) is not required to hold any Shares;

(e) subject to the terms of their appointment, may exercise any powers that the appointer may exercise in the alternate's own right where the appointer is unavailable for any reason except the power to appoint an alternate Director.

(f) will automatically vacate office if the appointer is removed or otherwise ceases to be a Director;

(g) while acting as a Director, is:

(i) an officer of the Company and not the appointing Director's agent; and

(ii) responsible to the Company for the alternate's own acts and defaults;

(h) is not entitled to receive any remuneration from the Company but is entitled to paid or reimbursed for reasonable travelling and other costs and expenses incurred in attending and returning from meetings of Directors, any committee of the Directors or any general meetings or otherwise in connection with the Company's business; and

(i) may act as an alternate for more than one Director.

Remuneration of Directors

105. Directors may be paid remuneration for their services as Directors.

106. Subject to the Law and any restriction or limit imposed by the Company in general meeting and the terms of any agreement entered into with any Director, the Board may determine:

(a) the amount and form of remuneration to be paid to each Director; or

(b) the aggregate amount and form of remuneration to be paid to all Directors and may divide the aggregate remuneration among themselves in any proportions and in any manner as they may determine. If the Directors do not or are unable to make a determination as to the apportionment of the aggregate remuneration, it must be divided among them equally.

Expenses of Directors

107. In addition to any remuneration, the Directors are entitled to be paid or reimbursed all reasonable travelling and other costs and expenses incurred by them in attending and returning from meetings of the Directors, any committee of the Directors or any general meetings or otherwise in connection with the Company's business.

Chapter 17 Directors' contracts

Directors not disqualified from holding office or contracting with Company

108. Subject to the Law:

(a) no Director will be disqualified by virtue of being a Director from holding any office or position of profit with the Company or any other person;

(b) no Director will be disqualified by virtue of being a Director from contracting with the Company or any other person; and

(c) no contract referred to in this chapter 17 or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested can be avoided, and no Director will be liable to account to the Company for any profit arising from that contract or arrangement or from any office or position referred to in this chapter 17, by reason only of that Director holding that office or position or the Director's fiduciary relationship with the Company.

Director can act in professional capacity

109. Subject to the Law, a Director or a Director's firm may act in a professional capacity for the Company and be remunerated for doing so.

Director may vote on contract in which the Director is interested

110. Subject to compliance with clause 111, a Director may be present and vote at a meeting of Directors on any matter about any contract or arrangement in which the Director is interested (whether directly or indirectly) and may be counted in a quorum for the meeting at which the matter is considered and may affix the Seal to, and execute or otherwise act in respect of, that contract or arrangement provided that the other directors pass a resolution that identifies the director and the nature of the interest and states that those directors are satisfied that the interest should not disqualify the director from being present at the meeting or voting.

Directors to declare interest

111. Except where the Law does not require it, any Director who has a material personal interest in a matter that relates to the Company's affairs must give the other Directors notice of that interest, by giving details of the nature and extent of the interest and its relation to the Company's affairs and by otherwise meeting the requirements of the Law, at a meeting of Directors as soon as possible after the Director becomes aware of their interest in the matter.

Directors to declare potential conflicts

112. Any Director who holds any office or position or possesses any property or assets in circumstances where the holding or possession might, either directly or indirectly, create conflicting duties or interests with those duties or interests that the Director has in their capacity as a Director, must declare the fact of holding that office or position or possessing that property or assets, and the nature and extent of any conflict, at the first meeting of Directors held after they become a Director or (if already a Director) at the first meeting of Directors held after they become aware of the relevant facts which give rise to the conflict.

Chapter 18 Powers of Directors

Powers of Directors

113. The Directors will manage or cause the management of the business of the Company and may exercise, or cause to be exercised, all powers, authorities and discretions of the Company that are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting.

114. Except as permitted or required by the Law or this Constitution, no Member may direct the Company or the Directors in the exercise of the powers, discretions and authorities conferred on the Company or the Directors under this Constitution.

115. Directors powers will be exercised in the manner provided and permitted by this constitution and the Law.

Powers to borrow or raise money and pay costs and expenses

116. Without limiting clause 113, the Directors may:

(a) borrow or raise any sum of money or obtain other financial accommodation for Company purposes, and may grant mortgages and charges or otherwise provide security for the repayment of that sum or financial accommodation or the payment, performance or fulfilment of any debts, liabilities, contracts, arrangements or obligations incurred, entered into or performed by the Company in any manner and on any terms as they determine, including by granting any security on its uncalled or unpaid capital for the time being; and

(b) pay, or cause to be paid, all costs and expenses incurred in forming and promoting the Company.

Directors may vote shares in other companies

117. Subject to the Law, the Directors may exercise the voting power conferred by the shares in any company held by the Company in any manner they determine, including in circumstances where a Director may be interested in the exercise, such as an exercise in favour of any resolution appointing a Director as an officer of the other company or voting or providing for the payment of remuneration to officers of the other company.

Agent or attorney

118. The Directors may at any time appoint any person to be an agent or attorney of the Company for any purpose and with any of the powers, authorities and discretions exercisable by them, any Director, the Secretary, or any officer under this Constitution or the Law, and may revoke, vary or suspend that appointment, on any terms they determine.

Delegation of powers

119. The Directors may delegate any of the powers, authorities and discretions exercisable by them under this Constitution or the Law to a committee of Directors, a single Director, an employee of the Company or any other person, and may revoke, vary or suspend that delegation, on any terms they determine.

Chapter 19 Proceedings of Directors

Board meetings

120. The Directors may meet:

(a) in person;

(b) by telephone;

(c) by audiovisual linkup; or

(d) by any other instantaneous communications medium,

for dispatch of business, and adjourn and otherwise regulate their meetings as they determine.

Director to be regarded as present at Board meeting

121. A Director is regarded as present at a meeting of Directors where the meeting is conducted by telephone, audiovisual linkup or other instantaneous communications medium if the Director is able to hear, and to be heard by, all other Directors attending the meeting.

Place of Board meeting

122. A meeting of Directors conducted by telephone, audiovisual linkup or other instantaneous communications medium will be deemed to be held at the place agreed on by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting. Meetings may be held outside the Republic of the Union of Myanmar.

Convening of Board meeting

123. A Director may at any time, and the Secretary (if any) on the request of a Director must, convene a meeting of Directors.

Notice of Board meeting

124. Notice of every meeting of Directors must be given to each Director, but failure to give or receive that notice will not invalidate any meeting.

Directors may act notwithstanding vacancy

125. The Directors may act despite there being a vacancy on the Board, but if and so long as their number is below the number required for a quorum, they must not act except in an emergency or to fill a vacancy or to convene a general meeting.

Quorum for Board meeting

126. No business may be transacted at any meeting of Directors unless a quorum is present at the start of the meeting. Unless the Directors otherwise determine, a quorum is constituted by:

(a) if the Company has only one Director, that Director; and

(b) if the Company has two or more Directors, two Directors.

127. If a quorum is present at the beginning of a meeting of Directors, it is deemed to be present throughout the meeting even if a Director absents themselves, or abstains from voting, for any reason.

Board meeting competent to exercise all powers

128. A meeting of Directors at which a quorum is present will be competent to exercise all or any of the powers, authorities and discretions exercisable by the Directors under this Constitution or the Law.

Chair of Board meetings

129. The Directors must elect a chair of their meetings and determine the periods for which the chair is to hold office. If no chair is elected or if at any meeting the chair is present within 15 minutes after the time appointed for the meeting, the Directors present at the meeting may choose one of the Directors present to be chair of the meeting.

Questions to be decided by majority

130. Questions arising at or proposed resolutions submitted to any meeting of Directors will be decided by a simple majority of votes of Directors present and voting. If the votes cast are equal, the chair will have a casting vote in addition to any vote to which the chair may be entitled as a Director.

Resolution in writing

131. If there is only one Director, that Director may pass a resolution by recording it and signing the record.

132. If there is more than one Director, the Directors may pass a resolution without a meeting of Directors being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Identical copies of the document and accompanying information may be distributed for signing by all Directors. The resolution is passed when the last participating Director signs the document.

Committee powers and meetings

133. Any committee of Directors must exercise the powers, authorities and discretions delegated to it in accordance with any directions that may be imposed on it by the Directors.

134. The meetings and proceedings of any committee of Directors consisting of two or more Directors will be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any directions of the Directors.

Validity of acts of Directors

135. All acts done by the Board, a committee of the Directors or any person acting as a Director will be valid even it is discovered afterwards that there was some defect in the appointment or election of that Director or person acting as a Director or that any Director was disqualified or had vacated office or was otherwise not entitled to vote or act.

If Company is a wholly-owned subsidiary

136. If the Company is a wholly-owned subsidiary:

    (a) each Director is authorised to act in the best interests of a holding company of the Company; and

    (b) a Director is taken to act in good faith in the best interests of the Company if:

        (i) that Director acts in good faith in the best interests of a holding company of the Company; and

        (ii) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

Chapter 20 Secretary

137. The Directors may appoint a secretary of the Company in accordance with the Law. The Directors may also appoint any person:

(a) to perform the duties of secretary of the Company on a temporary basis; or

(b) to assist the Secretary of the Company.

138. A Secretary holds office on the terms (including as to remuneration) and with the powers, authorities and duties, as the Directors determine. The exercise of those powers and authorities and the performance of those duties by a Secretary is subject at all times to the control of the Directors. A Secretary may be removed by the Directors.

Chapter 21 The Seal

139. If the Company has a Seal:

(a) the Directors must provide for the safe custody of the Seal; and

(b) the Seal may only be used with the authority of the Directors or the authority of any person or a committee of the Directors given authority by the Directors to authorise the use of the Seal.

Chapter 22 Financial statements

Financial records

140. The Directors must cause financial and other records to be kept as required by any applicable law and this Constitution.

Financial report and Directors' report

141. If required by the Law or the Directors so determine, the Company must prepare a financial report and Directors' report for the last financial year of the Company in accordance with all applicable laws.

Auditor and audit

142. If the Company is required by the Law, or the Directors resolve, to appoint an auditor for each financial year:

(a) the auditor must be appointed and removed in accordance with applicable law;

(b) the Directors may agree the auditor's remuneration; and

(c) the financial report of the Company for that financial year must be audited by the auditor in accordance with applicable law.

Chapter 23 Dividends and other distributions

Power to determine dividends vested in Directors

143. The Directors may determine that a dividend (including an interim dividend) is payable and may fix the amount, timing and method of payment of the dividend.

Apportionment of dividends

144. Subject to this Constitution, the Law and the rights and restrictions attached to or imposed on any class of Shares, dividends are to be apportioned and paid among the Members in proportion to the number of Shares held by them.

Distributions payable by distribution of assets

145. Subject to all applicable laws, the Directors may determine that any dividend or other distribution be paid wholly or partly by the distribution of specific property or assets, including paid up shares, debentures or other securities of the Company or any other company, trust or entity.

146. Each Member agrees and consents to the distribution to them of any property or assets under clause 145, including shares, debentures or other securities of the Company or any other company, trust or entity.

Directors' discretion

147. All matters concerning dividends or other distributions including valuations of property and assets will be determined by the Directors, and in particular the Directors may:

(a) settle any difficulty, dispute or matter regarding any dividend or other distribution;

(b) fix the value for distribution of the specific property or assets or any part of that property or those assets;

(c) determine that cash payments will be made to, or at the direction of, any Member on the basis of the value so fixed; and

(d) vest any specific property or assets in trustees on trust for any Member.

Company not required to pay interest

148. The Company is not required to pay any interest in respect of any dividend or other distribution.

Company may retain certain dividends and distributions

149. The Company may retain the dividends or other distributions payable in respect of a Share to which any person is entitled because of the transmission of the Share to them by operation of law until that person or a nominated transferee is registered as the holder of the Share.

Company may deduct money payable to Company

150. The Company may deduct from any dividends or other distributions payable to a Member all amounts presently due from the Member to the Company on account of calls or otherwise.

Payment

151. The Company may pay any dividend, other distribution or other amounts payable in respect of any Share by any method of payment the Directors determine.

Unclaimed distributions

152. All dividends or other sums which are payable in respect of shares, and unclaimed after having been declared or become payable, may be invested or otherwise made use of by the directors for the benefit of the company until claimed.

Chapter 24 Winding up

Distribution of surplus

153. Subject to this Constitution, the Law and the rights and restrictions attached to or imposed on any class of Shares:

(a) in a winding up of the Company any property and assets available for distribution to Members will be divided amongst the Members in proportion to the number of Shares held by them, irrespective of the amount paid up or credited as paid on the Shares;

(b) for the purposes of determining any property and assets available for distribution to Members in a winding up of the Company, any amount unpaid on a Share is to be treated as the property and assets of the Company;

(c) the amount of any property and assets available for distribution to Members that would otherwise be distributed to a holder of a partly paid Share must be reduced by the amount unpaid on that Share at the date of the distribution; and

(d) if the effect of the reduction under clause 153(c) would be to reduce the distribution to the holder of a partly paid Share to a negative amount, the holder must pay that amount to the Company.

Chapter 25 Minutes and registers to be kept

Minutes

154. The Company must enter in its minute books:

(a) within 21 days of the relevant meeting, minutes containing details of:

(i) the names of the Directors present at each meeting of Directors and of any committee of Directors;

(ii) all declarations made or notices given by any Director under chapter 17; and

(iii) all resolutions and proceedings of general meetings, meetings of Directors and meetings of any committee of the Directors; and

(b) resolutions passed by Members or Directors without a meeting.

Minutes to be signed by the chair

155. Any minutes of any general meetings, meetings of Directors or meetings of any committee of the Directors must be signed within a reasonable time after the meeting by the chair of the meeting or by the chair of the next succeeding meeting or by another authorised Director and once signed will constitute prima facie evidence of the matters stated in the minutes.

Registers

156. The Company must keep a register of Members and any other registers required to be kept under the Law.

Chapter 26 Inspection of records

157. Subject to the Law, the Directors may determine to what extent the documents and records of the Company will be open to inspection by any person and any reasonable fees payable. This chapter 26 does not limit the rights of a Member, Director or former Director under applicable Law or any agreement with the Company.

Chapter 27 Notices

Notices by Company

158. The Company may give a notice to any Member in any one of the following ways:

(a) personally, by giving it to the Member;

(b) by leaving it addressed to the Member at the Member's address in the Register or notified to the Company;

(c) by fax to the Member at the Member's fax number in the Register or notified to the Company;

(d) by e-mail to the Member's electronic address in the Register or notified to the Company;

(e) by post by sending it addressed to the Member at the Member's address in the Register or notified to the Company; or

(f) otherwise by any method (including by advertisement) as the Directors may determine.

Notices to joint holders

159. The Company may give a notice to the joint holders of a Share by giving the notice to the joint holder whose name appears first in the Register and that notice will be deemed to be sufficient notice to all the joint holders.

Notice deemed to be given

160. Any notice by advertisement will be deemed to have been given on the day of publication of the newspaper containing the advertisement.

161. Any notice sent by post will be deemed to have been given on the day following the day on which the notice is posted.

162. Any notice sent by fax or other electronic means will be deemed to have been given on the same day that it is sent.

163. Any notice given to a Member personally or left at the Member's address will be deemed to have been given when delivered.

Notices binding on transferees

164. Every person who becomes entitled to any Share by operation of law, transfer or otherwise will be bound by every notice in respect of the Share which, before that person's name and address is entered on the Register, is duly given to the person from whom title to the Share is derived.

Signing notices

165. The signature to any notice to be given by the Company may be written, printed or provided by electronic means.

Schedule

[*Insert terms of classes of shares to be issued other than ordinary shares (if any).*]

To

Chairman

Yangon Region Investment Committee

Republic of the Union of Myanmar

Date: . .2018

Your Excellency

Subject: **: Undertaking to find land and building to rent for garment factory after lease period of 25 Years.**

Our company shall undertake to make negotiation with the lessor in order to rent Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon after 25 years or find other industrial land in order to operate garment business.

Respectfully Yours

Mr. Zhou Qianhao

Director

ပုံစံ (၇ - ခ)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
ရန်ကုန်-------တိုင်းဒေသကြီး/ပြည်နယ် ရင်းနှီးမြှုပ်နှံမှုကော်မတီ

စာအမှတ်၊

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း ဒေါ်စေစေကျော်

(ခ) ဧရိယာအကျယ်အဝန်း ၂.၂၇၃ ဧက (ဦးပိုင် [illegible])

(ဂ) တည်နေရာ မြေကွက်အမှတ် ၄၅၅၊ မြေတိုင်းရပ်ကွက်အမှတ် ၂၄၊ [illegible] စက်မှုဇုန် [illegible] ယာ၊ ရန်ကုန်

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း) –

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ ရှိ

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ တူ

(ဆ) မြေအမျိုးအစား စက်မှုမြေ

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း ဒေါ်စေစေကျော်

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ၁၂/တမန(နိုင်)၀၇၇၀၂၅

(ဂ) နေရပ်လိပ်စာ ၁၃၀၁၊ သင်္ကန်းကျွန်းလမ်း၊ ၁၀ ရပ်ကွက်၊ တာမွေလေး၊ တာမွေ၊ ရန်ကုန်မြို့။

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း Guotai Fuhua Garment (Myanmar) Co., Ltd.

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် -

(ဂ) နိုင်ငံသား -

(ဃ) နေရပ်လိပ်စာ မြေကွက်အမှတ် ၄၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၂၄၊ ရွှေပင်လယ်စက်မှုဇုန်၊ လှိုင်သာယာ၊ ရန်ကုန်။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် အဝတ်အထည်အမျိုးမျိုး ချုပ်လုပ်ခြင်းလုပ်ငန်း။

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် ၄၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၂၄၊ ရွှေပင်လယ်စက်မှုဇုန်၊ လှိုင်သာယာ၊ ရန်ကုန်။

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) မြေကွက်အမှတ် ၄၉၊ မြေတိုင်းရပ်ကွက်အမှတ် ၂၄၊ ရွှေပင်လယ်စက်မှုဇုန်၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်မြို့၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ဃ) မြေဧရိယာအကျယ်အဝန်း ၂.၂၇၇၈ ဧက (၉၂၁၈.၅ စတုရန်းမီတာ)

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် (၁) စက်ရုံ (360.37 x 189.11 ပေ)။

(စ) အဆောက်အအုံတန်ဖိုး (၂) အလုပ်သမားအဆောင် (127.3 x 19.69 ပေ)။

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)၊မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)--------------- USD 3.95 Per Year

၈။ မြေအသုံးချမှုပရီမီယံကြေး(Land Use Premium - LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့ အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ဧကနှုန်း ---–---

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ---တူ--- ငှားရမ်းရန်သဘောတူ/မတူ

၁၀။ လျှောက်ထားသည့် မြေ သို့မဟုတ် ---(၂၀)နှစ်--- အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်) မှတ်ချက်။ မြေကွက်အမှတ် ၄၆၉၊ မြေတိုင်းရပ် ကွက်အမှတ် ၂၄၊ ရွှေလင်ပန်းစက်မှုဇုန်၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်မြို့

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Zhou Qianhao

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ်

Form (7- B)

Application form for Land Rights Authorization

To,

Chairman

Yangon Region Investment Committee

Reference No.

Date.

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116:-

1. Particulars relating to Owner of land / building
   - (a) Name of owner/organization Daw Wai Wai Kyaw
   - (b) Area 2.273 Acres (9198.5 m^2)
   - (c) Location Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon
   - (d) Initial period permitted to use the land (Validity of land grant) -
   - (e) Payment of long term lease as equity Yes (√) No ( )
   - (f) Agreed by Original Lessor Yes (√) No ( )
   - (g) Type of Land Industrial Land

2. Lessor
   - (a) Name / Company's name/ Department/ organization Daw Wai Wai Kyaw
   - (b) National Registration Card No 12 TA MA NA (Naing) 077025
   - (c) Address No.130,Thin Gan Gyun Road, Tamwe Lay, Tamwe Township,Yangon.

3. Lessee
   - (a) Name / Company's name /Department/ Organization GUOTAI FUHUA GARMENT (MYANMAR) CO., LTD.
   - (b) National Registration Card No /Passport No. -
   - (c) Citizenship -

   Address Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon

4. Particulars of the proposed Land Lease
   - (a) Type of Investment Manufacturing of Garment on CMP Basis
   - (b) Investment Location(s) Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon

(c) Location(Ward, Township,State /Region) Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon

(d) Area of Land 2.273 Acres (9198.5m²)

(e) Size and Number of Building (s) One Factory building(360.37*189.11); One Worker dormitory (127.30*19.69)

(e) Value of Building

5. To enclose land ownership and Land Grant , ownership evidences (except Industrial Zone) , Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

- ☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.
- ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year) USD 3.95 Per Year

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization ,the LUP shall be paid in cash by the lessee.)
Rate per Acre: -

9. Whether it is agreed by original land lessor or land tenant not. Agreed

10. Proposed land or building use/lease period 25 years

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone) Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon

Signature........[signature]

Name of Investor MR. ZHOU Qianhao

Designation...Director........................

Department/Company

(Seal/Stamp)

21 OCT 2005

မြေငှားစာချုပ်

မူရင်း

၁၉ ၂၀၀၅ ခုနှစ်၊ (မြေငှား) အမှတ်စဉ် အမှတ် ______ အရ၊ ထုတ်ပေးသည်။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟုရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့်စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

စက်မှုလက်မှုလုပ်ငန်း

နှင့် ______ မြို့နေ၊ ဦး ______ ၏၊ သား / သမီး ဖြစ်သော

ဦး / ဒေါ် ______ အမျိုးသားမှတ်ပုံတင်အမှတ် ______ (နောက်တွင် "အငှားစာချုပ်ရသူ"

ဟု ရည်ညွှန်းသည်။) တို့၊ ၁၃၆၇ ခုနှစ်၊ ______ လဆန်း / လပြည့်ကျော် ၄ ရက်နေ့၊ ၁၉ ၂၀၀၅ ခုနှစ်၊

(______ လ ၁၂ ရက်) နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်–ချုပ်ဆိုကြသည်။

အငှားစာချုပ်သူက–နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့် လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်–ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ရတနာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်ရိုင်း (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

စက်မှုဇုန်များစီမံကိန်းဌာန
ညွှန်ကြားချက်အမှတ် ၁/၉၃ ကို
လိုက်နာရမည်။

ထိုကြောင့်ဤစာချုပ်–ချုပ်ဆိုသည့် ၁၂.၁၀.၂၀၀၅ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြား အတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၁၀ ခုနှစ် ______ လ ______ ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၁၄၀၀ ပြား ______ (______) တိတိကို ဇန်နဝါရီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇန်နဝါရီလ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁–ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁–ရက်နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ ၁–ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁–ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁–ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁–ရက်နေ့တွင်လည်းကောင်း ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလအပိုင်းအခြား၏ ဒုတိယတဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက် အပိုဒ် ၃–တွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့်မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင် ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ့် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆–လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့်ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်းအဆိုပါ မြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက် မှတစ်ပါး၊ အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှ တစ်ပါး အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေတစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက်တည်ရှိသည့် အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊အဆိုပါမြေကွက်ကို အငှားချထား သူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂–အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉ ခုနှစ် အတွင်းတွင် ဖြစ်စေ ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ် ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

ဤစာချုပ်အရ အငှားချထားသည့်မည်သည့်စက်မှုလုပ်ငန်းကိစ္စအတွက်မဆို၊ အဆိုပါမြေပေါ်ရှိ စက်ရုံလုပ်ငန်းမှ ထွက်ရှိသည့် အသံအရလည်းကောင်း၊ အနံ့အရလည်းကောင်း၊ အမြင်အရလည်းကောင်း၊ ပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိအောင် ဆောင်ရွက်ရန်နှင့် ပတ်ဝန်းကျင်ထိခိုက်မှုရှိကြောင်းစိစစ်တွေ့ရှိပါက၊ဤစာချုပ်ကိုပယ်ဖျက်ပြီး အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသော အဆောက်အအုံအားလုံးကို သိမ်းယူနိုင်သည်။

ညွှန်ကြားရေးမှူးချုပ်

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတာပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည် သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည့်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၂၀)ခုနှစ်၊ အောက်တိုဘာ လ၊ (၂၀)ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှခြောက်လ အတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့်အဆိုပါ ______ သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့ - ရန်ကုန်

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦးအောင်ဝင်း ______ တံဆိပ် ______

ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဦးကျင်မောင် ______

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ဦးကျော်လင်းနိုင် ______ တို့

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

______

ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ဦးကျော်ဝင်း

အငှားစာချုပ်ရသူ ______ က
လက်မှတ်ရေးထိုးသည်။

______

အငှားစာချုပ်ရသူ

အသိသက်သေ။

ဒုတိယဗိုလ်မှူးကြီး ခင်မောင်မြင့်
စီမံကိန်း ဒါရိုက်တာ
အငှားမြင်လယ်ရေလုပ်ငန်းစက်မှုဇုန် (လှိုင်သာယာ)

၁။ ______

၂။ ______

ဦးစိုးအောင်ရှိန်
မြေနှင့်အခွန်ဌာနခွဲ (ရုံးချုပ်)
မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

အထက်တွင် ရည်ညွှန်းထားသည့် ဇယား:
အထက်တန်းညွှန်ကြားရေးမှူး
မြေနှင့်အခွန်ဌာနခွဲ (ရုံးချုပ်)

ခွင့်ပြုပြီးမြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ရွှေပြည်သာလယ်ဆက်မှူးဇုန်
မြေတိုင်းရပ်ကွက်အမှတ် ၂၄
ရန်ကုန်မြို့ လှိုင်သာယာ မြို့နယ်။

အတွင်းရှိ ______ တန်းစား၊ မြေကွက်အမှတ် ၄၆
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၂၅ ပေ၊ အနံ ၄၄၀ ပေခန့်ရှိသော အလား အလာ

အရှေ့လားသော် မြေကွက်အမှတ် ၄၈
အနောက်လားသော် မြေကွက်အမှတ် ၄၄
တောင်လားသော် လမ်း
မြောက်လားသော် မြေကွက်အမှတ် ၄၄
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၂၀၂၀ ဧက၊ (စတုရန်းပေ ၉၉၀၀၀)

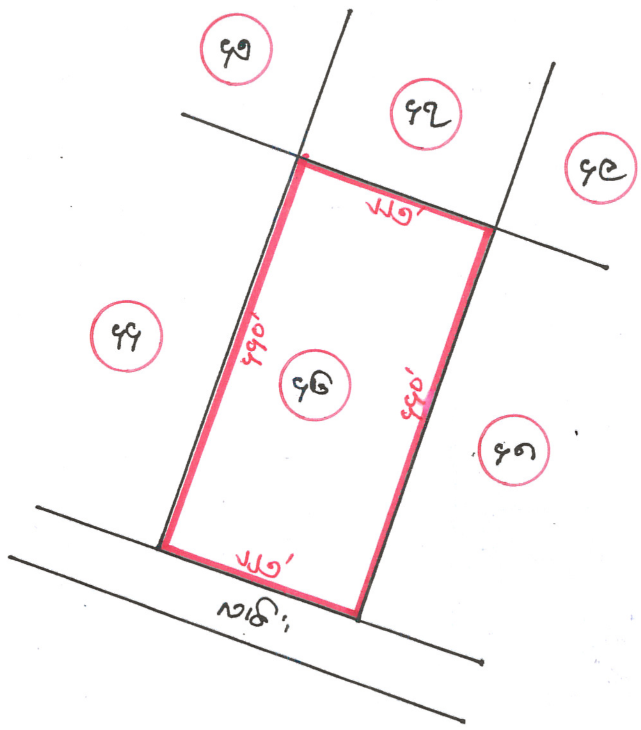
ရန်ကုန်မြို့တော်

အိုးအိမ်ပုံစံ

အက်စ် - ၂၂

မူရင်း

မြို့သစ်သာယာ မြို့နယ် လူနေရပ်ကွက်အမှတ် [illegible]
မြေတိုင်းရပ်ကွက်အမှတ် ၂၄ မှ မြေကွက်အမှတ် ၄၆ ၏ မြေပုံ
၁ - လက်မလျှင် ၈၀၀ ပေ စကေး



ရည်ညွှန်းချက်

------------ ဧရိယာ

စတုရန်းပေ ၉၆၀၀၀

ဧက ၂.၂၃

မြေတိုင်း (၄)   မြေတိုင်း (၃)   မြေတိုင်း (၂)

လက်ထောက်ညွှန်ကြားရေးမှူး
မြေတိုင်းဌာနခွဲ
မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



အမှတ် ၈၃၀၂၅

ရက်စွဲ ၁၇.၈.၁၉၉၈

အမည် .... မဝေဝေကျော်

ဖခင်အမည် ဦးကျော်ဝင်း (ခ) ဝေကောင်းကျော်

မွေးသက္ကရာဇ် ၄.၂.၁၉၇၆

လူမျိုး/ဘာသာ .... တရုတ် / ဗုဒ္ဓ

အရပ် .... ၅'၃" သွေးအုပ်စု .... A

ထင်ရှားသည့်အမှတ်အသား .... ဝဲနှုတ်ခမ်း မှဲ့

[illegible]

ထုတ်ပေးသူလက်မှတ်

အမည် .... [illegible]

ရာထူး .... [illegible]

အမှတ်စဉ် ....

သက်သေခံကတ်ပြားအမှတ် .... —

လက်ဝဲလက်မပုံစံ



အလုပ်အကိုင် ...... ကျောင်းသူ ......

နေရပ်လိပ်စာ ၁၃၉၊ သာဓိလမ်း၊ ကျုံးလမ်း
ကမြှေလေး၊ ကာမြို့

ထိုးမြဲလက်မှတ် ...... Myo ......

၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ ပျောက်ဆုံး၊ ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ရဲစခန်း၊ မြို့နယ်လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အားဦးစီးဌာနမှူးရုံးသို့ သတင်းပို့ရမည်။

၃။ ဤလက်မှတ်ကို အသက် (   ) နှစ် ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက အရေးယူခြင်း ခံရမည်။

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**") is made in Yangon, Myanmar on this 13 day of Jun 2018 by and between:

A. **Daw Wai Wai Kyaw** (hereinafter referred to as "**Lessor**", which expression, where the context so admits shall include its successors, legal representatives and permitted assigns), having its residence address at No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon holder of NRC no. 12/Ta Ma Na (Naing) 077025; and

B. (hereinafter referred to as "**Lessee**", which expression, where the context so admits shall include its successors, legal representatives and permitted assigns), a company organized and existing under the laws of Myanmar, with company registration No. ______________, having its registered office address at Yangon, Myanmar, represented by its Managing Director, holder of Chinese passport no. ___________________.

For the purposes of this Agreement, each of the Lessor and Lessee shall also be referred to individually, as the "**Party**" and collectively, as the "**Parties**".

In consideration of the mutual covenants hereinafter set forth, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. **LAND**

1.1 Lessor hereby leases to Lessee and Lessee rents from Lessor the land measuring a total area of 2.273 acres (9,198.5 square meters), located at No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon Region.

kyaw

1.2 The Land shall be used by the Lessee for the purposes of constructing of buildings and infrastructures as well as subsequent textile manufacturing business and/or all other purposes incidental thereto ("**Purposes**").

1.3 The Land together with the Buildings as described above shall hereinafter be referred collectively as the "**Premises**".

2. **EFFECTIVE DATE AND TERM**

2.1 The effective date of this Lease Agreement shall be date on which this Lease Agreement is duly signed by both the Parties. ("**Effective Date**").

2.2 The lease term of this Agreement shall be twenty-five (25) years ("**Lease Term**") commencing from the end of Rent-Free Period, both Parties agree the Rent-Free Period will be five (5) months commencing from the Effective Date. The Parties shall re-negotiate the extension of lease agreement at three (3) months before the expiration of initial lease term. If the Parties are not willing to renew the Lease Term, Lessee shall apply to relevant departments (including Myanmar Investment Commission) for the change of business address three (3) months before the expiration.

2.3 The Parties agree to do any act, thing or matter necessary to effect due and timely registration of this Lease Agreement ("**Lease Registration**") with relevant Government Departments.

3. **TRANSFORMER**

Lessor shall be responsible for the application and installation of 630KVA transformer, both Parties agree the total cost for the application and installation of 630KVA transformer is 86,000,000 MMK (transformer cost),

and it is mutually agreed that Lessor shall bear 60,960,000 MMK and Lessee shall bear 25,040,000 MMK. In order to launch the application and installation of transformer, Lessee shall make the payment of 86,000,000 MMK (transformer cost) to Lessor before ______________2018, and Lessor shall refund 60,960,000 MMK to Lessee upon receiving the rental fees stipulated in Clause 4.2 iii. After receiving the above payment (transformer cost) from Lessee, Lessor shall make every effort to assist Lessor regarding the transformer issues until the electricity is available.

4. **RENTAL FEES**

4.1 Lessee shall pay Lessor total rental fees for the lease of the Land fixed at 909,200 USD (Nine Hundred Nine Thousand and Two Hundred US Dollars Only) (2.273 acres X 400,000USD per acre) for the whole Lease Term aforementioned ("**Rental Fees**").

4.2 Lessor acknowledges and agrees that:

(i) the **Deposit** shall be paid by Lessee in the amount of USD 50,000 (Fifty Thousand US Dollars only) upon signing of this Agreement. If the Land cannot be leased to Lessee due to the non-compliance of relevant legal documents of the Land or other reasons only derive from the Lessor, Lessor shallrefund double of the Deposit to Lessee; If Lessee fails to rent the Land due to its own reasons, Lessor is entitled to retain the deposit.

(ii) 50% of Rental Fees which is equivalent to 454,600 USD shall be paid to Lessor by Lessee within two (2) calendar weeks after the completion of registration and establishment of bank accounts of the subsidiary companies, nevertheless, the payment stipulated in this Clause shall not be later than two (2) months after singing of this Agreement;

(iii) the balance of Rental Fees which is equivalent to <u>404,600</u> USD shall be paid to Lessor by Lessee within two (2) calendar weeks after receiving of the MIC endorsement, nevertheless, the payment stipulated in this Clause shall not be later than two (4) months after singing of this Agreement;

4.3 Lessee shall make payment of Rental Fees pursuant to clause 4.2 by way of remittance into the bank account of the Lessor, details of which are as follows:

Beneficiary Name :

Beneficiary Address :

Bank Name :

Account No. :

4.4 Lessor undertakes to issue to Lessee a written acknowledgement of receipt within two (2) working days after receipt of rental fees from Lessee pursuant to this Agreement.

5. **STATUTORY GOVERNMENT TAX**

5.1 Lessee shall pay:

(i) applicable stamp duties levied by the Internal Revenue Office on the Lease Agreement or addendums thereto;

(ii) commercial tax (5% at current rate or at the prevailing rate, as applicable) as invoiced by Lessor shall be paid by Lessee in addition with the Rental Fees;

(iii) utility bills such as water, electricity bill, industrial park management charges, and corporate income tax levied by the relevant Government Departments in relation to the conduct of Lessee's business on the Premises.

5.2 Lessor shall pay rental income tax (at the prevailing rate as applicable) to Internal Revenue Office.

5.3 Property Tax shall be borne by Lessor and Lessee, each party shall pay 50% of property tax respectively.

6. **GENERAL OBLIGATIONS OF LESSEE**

In addition to the obligations set out elsewhere in this Agreement, Lessee undertakes to and covenants in favour of Lessor, that during the Lease Term, Lessee shall:

(i) pay Rental Fees to Lessor as agreed herein.

(ii) during the Lease Term, Lessee agreed not to do any unlawful activities which against the existing laws of Myanmar and not to keep or permit to be kept on the Premises any unlawful persons and/or materials which may contravene any local or by-law.

(iii) if any penalty or punishment were imposed by relevant Government department due to the illegal activities of Lessee, Lessee shall bear any consequences incurred.

(iv) where sanitary or plumbing apparatus on the Premises have become choked up or blocked due to careless or improper use or neglect by Lessee, procure and pay the costs of cleaning or clearing the same, in

which case Lessor shall provide information and assistance in the procurement of services of the appropriate Government Department or contractor; and

(v) where any electrical installation or wiring at the Premises becomes dangerous due to careless or improper use or neglect by Lessee, procure and pay the costs of repairing the same, in which case Lessor shall provide information and assistance in the procurement of services of the appropriate Government Department or contractor.

7. GENERAL OBLIGATIONS OF LESSOR

In addition to the obligations set out elsewhere in this Agreement, Lessor undertakes to and covenants in favour of Lessee, that during the Lease Term, Lessor shall:

(i) to make sure the land can be used as textile manufacturing projects and provide land permit and relevant documents required, and enable Lessee with exclusive possession and use of the Land without interruption or disturbance by Lessor or Lessor's employees;

(ii) deliver vacant possession of the Land to Lessee on and from the effective date of this Agreement and to accord complete freedom to Lessee in implementing the project and managing its day to day operations. Lessor shall ensure that no third party shall have a right or claim to or over the Land during the Lease Term;

(iii) not hinder or obstruct Lessee from carrying out construction, renovation and fitting out works at the Land and subsequently, the conduct of business and operations of the Lessee at the Premises;

(iv) provide all necessary assistance, furnish all records and information and do any act, matter or thing as are reasonably required by the Lessee to enable the Lessee to procure all requisite registrations, licenses, permits and approvals from relevant Government departments for construction of industrial building and the conduct of Lessee's business on the Premises and to comply or to facilitate compliance with the terms and conditions of the grant of the Land;

(v) give assistance to Lessee when dealing with Myanmar government, associations, labor unions, industrial park administration committees, and other relevant departments or organizations.

(vi) pay all Government charges and utility bills levied in connection with the Land up to the effective date of this Agreement;

(vii) assist in getting sufficient electricity power supply, required IDD telephones, transformers, underground water and related workers, fax lines and telex lines;

8. **PRIOR ACCRUALS**

Lessor agrees that Lessee shall not be required to and will not assume, and shall not be responsible for any liabilities or claims (including tax liabilities, rental fees payable to the Government and any other charges payable to third parties) in relation to or arising from the Land, whether existing or accrued on or prior to the Effective Date.

9. **TERMINATION**

This Agreement may be terminated (only in good faith) in the following manner:

By the non-defaulting Party, where the defaulting Party fails to substantially fulfill of its material obligations under this Agreement and such failure continues for a period of three (3) calendar months after receipt of a written notice thereof from the non-defaulting Party, in which case the non-defaulting Party may give immediate written notice to the defaulting Party to terminate this Agreement:

(i) If Lessor is the defaulting Party, Lessor shall refund to Lessee the Rental Fees (or any part thereof) paid by Lessee, after having deducted (on a pro-rata basis) the rent corresponding to the period of Lessee's actual occupancy of the Land ("**Refund Amount**"), calculated from the date Lessee vacates the Land. In addition to the Refund Amount, Lessor shall reimburse Lessee for all costs and expenses incurred by Lessee in relation to the construction and renovation of the Premises, and all taxes incurred by Lessee in connection with the entry into this Agreement, and compensation to employees incurred due to the termination of this Agreement ("**Costs**"), as calculated by Lessee from the Effective Date. The Refund Amount and Costs shall be paid by Lessor to Lessee within three (3) calendar weeks from the date of the Termination Notice.

(ii) If Lessee is the Defaulting Party, Lessor shall be entitled to retain payment of the Rental Fees made to Lessor by Lessee.

2 If the Government expropriates the land for the interest of the Union, the Parties agree to enjoy the compensation paid by the Union in accordance with this following proportion based on the time of expropriation (in the case of the Rental Fees of 909,200 is fully received by Lessor):

Year of Lease	Proportion of Lessee	Proportion of Lessor
Year 1	60%	40%

Year 2	57.6%	42.4%
Year 3	55.2%	44.8%
Year 4	52.8%	47.2%
Year 5	50.4%	49.6%
Year 6	48.0%	52.0%
Year 7	45.6%	54.4%
Year 8	43.2%	56.8%
Year 9	40.8%	59.2%
Year 10	38.4%	61.6%
Year 11	36.0%	64.0%
Year 12	33.6%	66.4%
Year 13	31.2%	68.8%
Year 14	28.8%	71.2%
Year 15	26.4%	73.6%
Year 16	24.0%	76.0%
Year 17	21.6%	78.4%
Year 18	19.2%	80.8%
Year 19	16.8%	83.2%
Year 20	14.4%	85.6%
Year 21	12.0%	88.0%
Year 22	9.6%	90.4%
Year 23	7.2%	92.8%
Year 24	4.8%	95.2%
Year 25	2.4%	97.6%
Year 26 and following year	0.0%	100.0%

9.3 By mutual agreement in writing from both Parties to terminate.

9.4 Either of the Parties shall be required to inform MIC in advance in writing of its intention to terminate this Agreement and termination of this Agreement shall be subject to the approval of MIC.

10. **FORCE MAJEURE**

If either party is temporarily rendered unable, wholly or in part, by any Force Majeure Event (as defined hereafter) to perform its duties under this

Agreement, it is agreed that the affected Party shall give written notice to the other Party within fourteen (14) calendar days after the occurrence of the cause relied upon, giving full particulars of such Force Majeure Event (including the date of commencement, the nature and expected duration thereof and the actions taken to try to mitigate the effects of such Force Majeure Event). The duties of such Party as are affected by such Force Majeure Event ("**Affected Party**") shall be suspended during the continuance of the Force Majeure Event and such Affected Party shall not be responsible for failure or delay in the performance of its duties, damage or loss caused by Force Majeure Event. The term "**Force Majeure Event**" as employed herein shall include an Act of God, acts of public enemy, war, embargo, and other cause similar to the kind herein enumerated which are beyond the control of the Affected Party and which by the exercise of due care and diligence, the Affected Party is unable to overcome.

11. **ASSIGNMENT AND SUBLETTING**

11.1 With a prior notice to Lessor, Lessee has the right to assign or transfer its interest (within the Lease Term) in Premises to any Company or individual for the usage of light industry, subject to the existing laws of the Republic of the Union of Myanmar and the approval of Myanmar Investment Commission. Lessor shall cooperate with Lessee and give necessary support regarding the implementation of transferring procedures.

11.2 Lessor shall not sale or transfer its interest in the Land during the Lease Term.

12. **COMPLIANCE WITH LAWS**

Lessor and Lessee shall comply with Myanmar laws, rules and regulations bearing upon the performance of each of their respective obligations under this Agreement.

13. **REPRESENTATIONS AND WARRANTIES**

13.1 Each of the Lessor and the Lessee undertakes, represents and warrants in of each other that:

(i) it is duly organized, validly existing and in good standing under the laws of Myanmar or the laws of People's Republic of China;

(ii) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(iii) it has taken all necessary corporate and other action under applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

(iv) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof; and

(v) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under the terms of each of the Parties' Memorandum and Articles of Association or any applicable laws.

13.2 In relation to the Land, the Lessor undertakes, represents and warrants of the Lessee that:

(i) he is the legal and beneficial owner of the Land; and

(ii) the Land are free from any encumbrances and that there are no current or outstanding disputes or litigation that can hinder the performance of the Lessor's obligations under this Agreement.

13.3 The respective representations and warranties by the Parties and elsewhere in this Agreement are made on the date of this Agreement and deemed to be repeated on the effective date of this Agreement and each day of the term of lease.

14. NOTICES

14.1 Any notices and other communications between the Parties required to be given under this Agreement shall be in writing in English and unless otherwise provided, shall be delivered by (i) personal delivery; (ii) electronic mail; or (iii) post to the intended Party at the address below or such other address as the intended recipient shall have designated by written notice given pursuant to this Agreement:

(a) <u>If to the Lessor,</u>

Attention: Daw Wai Wai Kyaw

N.R.C No. 12/Ta Ma Na (Naing) 077025

Address: No.17, Neikban Street, Thardu East Quarter, Kyimyindaing Township, Yangon, Myanmar

Contact No.: +95-9-5002344

(b) <u>If to the Lessee,</u>

Address: Plot No-48, Block No-24, Ngwe Pin Lal Industrial Zone, Hlaing Thayar Township, Yangon Region.

Attention: Mr. Zhou Qianhao

Contact No.: +95-9-970846778

14.2 Any notice or other communication given by each Party shall be effective:

(i) in the case of a notice given by hand, on the day of actual delivery;

(ii) if posted, on the tenth (10^{th}) day following the day on which it was dispatched by mail postage prepaid.

15. **RETRANSFER OF LEASED PROPERTY**

15.1 Lessee shall keep proper maintenance of the main factory buildings (including the buildings constructed on the land) during the Lease Term, and handover to Lessor status in quo together with the Land (including the buildings constructed on the land) upon the expiry of the Lease Term.

15.2 Lessee shall have the right to be in possession, ownership and disposition of all moveable properties, and shall move away them upon the expiry of Lease Term.

15.3 During the Lease Term, the use right of the Premises is owned by Lessee.

16. **PROTECTION OF ENVIRONMENT**

Lessee shall be responsible for the preservation of the environment at the area of the Project in accordance with the prevailing laws and regulations of Myanmar. Lessee shall control pollution of air, water, land and other environmental degradation and shall take necessary measures in order to fulfil environmental protection of the waste water treatment plant and other treatment procedures to keep the Project site environmentally friendly.

17. **MINERAL RESOURCES ON SITE**

All mineral products and buried treasure in or beneath the Land shall be the property of the Union Government.

18. **LANGUAGE**

This Agreement shall be executed in English language only. If this Agreement is translated into any other language, the English language version shall prevail.

19. **GOVERNING LAW AND ARBITRATION**

19.1 This Agreement shall be governed by and construed in accordance with the laws of Myanmar.

19.2 Parties shall consult with each other in good faith in order to settle amicably any dispute between Parties of any nature arising in relation to this Agreement and so notified in writing by one Party to the other (the "**Dispute**").

19.3 Any Dispute that cannot be settled amicably within thirty (30) days shall be settled in the Republic of the Union of Myanmar by arbitration in accordance with the provisions of the *Arbitration Law*, 2016 or any then subsisting statutory modifications thereof. The tribunal shall consist of two arbitrators, one to be appointed by each Party. Should the arbitrators fail to reach an agreement, then such Dispute shall be referred to an umpire nominated by the two arbitrators. The venue of the arbitration shall be in Yangon. The language of the arbitration shall be English.

20. **MISCELLANEOUS**

20.1 This Agreement constitutes the entire agreement between the Parties relating to the lease of the Land and supersedes all prior understandings, or agreements, whether written or oral, relating to the lease of the Land.

20.2 All rights and obligations of either Party under this Agreement, shall survive the termination of this Agreement to the extent that such survival is necessary in order to give effect to such rights and obligations.

20.3 Nothing in this Agreement is intended or shall be construed as an intention to create a joint venture or a partnership between the Parties.

20.4 The provisions of this Agreement may be amended only with the prior written consent of both Parties.

20.5 If any provision of this Agreement should be declared invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain unaffected and be in full force and effect.

20.6 Except as otherwise provided herein, the provisions hereof shall be binding upon the successors, legal representatives and permitted assigns of the Parties.

[The remainder of this page is intentionally left blank. Annexes attached below.]

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

Lessor

For and on behalf of:-

Signed by: Daw Wai Wai Kyaw
NRC No: 12/TaMaNa (N) 077025
Date: 13.6.18

Lessee

For and on behalf of :-

Signed by: ZHANG BIN
Passport No.: E92355528
Date: 13.6.18

Witnesses

Signed by:
NRC No:
Occupation:
Address:
Date:

Signed by:
Passport No:
Occupation:
Address:
Date:

ပုံစံ (၆)

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ ၊၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း**

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် Mr. Ding Yue

(ခ) ကုမ္ပဏီအမည် Guotai Fuhua Garment (Myanmar) Co., Ltd.

(ဂ) လုပ်ငန်းအမျိုးအစား CMP စနစ်ဖြင့် အထည်အသား အမျိုးမျိုး ချုပ်လုပ်ခြင်းလုပ်ငန်း

(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်) လျှောက်ထားဆဲ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် Ms. Zhao Ya.

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/ နိုင်ငံကူးလက်မှတ် အမှတ် G55151846

၃။ တည်ဆောက်မှုကာလ/ ပြင်ဆင်မှု ကာလ MIC အတည်ပြုမိန့်ရရှိသည့်နေ့မှစ၍ (၁၈) လ။

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ –

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထားအပ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

(-) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇(က)
(-) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇(ခ)
(-) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇(ဃ)

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ဖော်ပြရန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၅(က)ပါဝင် ငွေခွန်ကင်းလွတ်ခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ၈၃နှင့် အညီ လုပ်ငန်းဆောင်ရွက် နေသည့်ဇုန်နေရာ သို့မဟုတ် နည်းဥပဒေ၉၆ နှင့်အညီ တွက်ချက်ထားသော ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတန်ဖိုး ၆၅ရာခိုင်နှုန်း အထက်အားရင်းနှီးမြှုပ်နှံထားသည့်သို့မဟုတ် လုပ်ငန်း ဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။ မြေကွက်အမှတ် ၄/၅၊ မြေတိုင်း ရပ်ကွက်အမှတ် ၂၄၊ ငွေပင်လယ်စက်မှုဇုန်၊ လှိုင်သာယာမြို့နယ်၊ ရန်ကုန်မြို့။

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၇ (က) နှင့် (ဃ) ကို လျှောက်ထားမည် ဆိုပါက နည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင်ဖြည့်စွက်ရန်။

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၇ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက ဇယား(၂) နှင့် အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိမည့် တစ်နှစ်စာမျှော်မှန်းဝင်ငွေ USD ၄.၂၃ သန်း

(ခ) ပို့ကုန်များမှရရှိသော တစ်နှစ်စာ နိုင်ငံခြားငွေ USD ၄.၂၃ သန်း

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၇၈(က)အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉နှင့်အညီ တစ်ဖက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင်ရရှိခဲ့သည့် ---

အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် ------------------------------------ ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။

(ဂ) ပြန်လည် ရင်းနှီးမြှုပ်နှံမည့် ပမာဏ ------------------------------------ ကိုဖော်ပြပေးရန်။

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၈(ခ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကအောက်ပါအချက်အလက်များကိုဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်း တန်ဖိုး လျော့တွက်နှုန်းထားနှင့် ၎င်းနှုန်းထား၏၁.၅ဆနှင့် တူညီသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲတွက်ချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားတွက်ချက်မှုကိုပူးတွဲတင်ပြရန်။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားကို တွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်းသို့မဟုတ်ရရှိထားခြင်းရှိ၊မရှိ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၇၈(ဂ) အရ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါကဘဏ္ဍာနှစ်အတွက်သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏အမှန်တကယ်ကုန်ကျစရိတ်ကိုစာရင်းပြုစု၍ပူးတွဲတင်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Zhou Qianhao

ရာထူး Director

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Form (6)

Tax Incentive Application

To

Chairman

Myanmar Investment Commission

Ref.No:

Dated:

Subject: **Application for Tax Incentive**

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1. Applicant
   - (a) Name of Investor — Mr. Ding Yue
   - (b) Name of Company — Guotai Fuhua Garment (Myanmar) Co.,Ltd.
   - (c) Type of Business — Manufacturing of Garment on CMP Basis
   - (d) Myanmar Investment Commission Permit or Endorsement No. (If a permit or endorsement is still processing, please describe the information.) — Still Processing
2. If investor doesn't submit by himself/ herself, the applicant's;
   - (a) Name of contact Person — Ms.Zhao Ya
   - (b) National Registration Card No/ Passport No — G 55151846
3. Construction period or Preparatory period — One year and six month after getting MIC Endorsement
4. Commencement date for commercial operation — -
5. Applied for the following tax incentive :
   - (a) Exemption or Relief under section 75(a)
   - (b) Exemption or Relief under section 77(a)
   - (c) Exemption or Relief under section 77(b)
   - (d) Exemption or Relief under section 77(c)

   Note: The applicaton must specify precise tax incentives applied for .
6. If the investor apply for tax incentive under section 75(a), Please state the Zone in accordance rule 83 or the Zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96. — Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon
7. If the investor apply for tax incentive under section 77(a) and (d) , please fill the information in schedule (1) .

8. If the investor apply for tax incentive under section 77(b) , Please state the following information and fill in schedule (2) :

(a) an expected amount as per year to be earned from the investment	USD 4.23 Million
(b) Foreign Currency from export as per year	USD 4.23 Million

9. If the investor apply for tax incentive under section 78(a) , please state the following information in accordance with rule 99:

(a) Please describe, which financial year the profits reinvested are earning by the investor.	-
(b) Please describe which financial year the profits are reinvested by the investor.	-
(c) Please describe the amount of reinvestment.	-

10. If the investor apply for tax incentive under section 78(b) , please describe the following information:
   (a) Provide the depreciation schedule of assets for which the depreciation rate is to be adjusted, showing both the depreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union.
   (b) Has the investor separately applied for or obtained an adjustment to the depreciation rate from the relevant authority.

11. If the investor apply for tax incentive under section 78(c) ,provide an itemised list of actual research and development expenses for the current financial year.

Signature ....

Name of Investor ...Mr. Zhou Qianhao...

Designation...Director.........................

Department/Company (Seal/Stamp)

To

Chairman

Myanmar Investment Commission

Yangon.

Date: 28-7-2018

Subject : Corporate Social Responsibility (CSR) Plan

We plan to contribute 2% of our net profit and to promote capacity building policy for our employees with regard to corporate social responsibilities.

♦ For local community development	(20% of CSR)
♦ For health care sector development	(20% of CSR)
♦ For natural disaster prevention	(20% of CSR)
♦ For social welfare development	(20% of CSR)
♦ For education sector development	(20% of CSR)

Best Regards,

Mr. Zhou Qianhao

Director

Fire Protection Plan

Fire Protection Plan of Workers of Guotai Fuhua Garment (Myanmar) Company Limited is to be built at land Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township , Yangon Region .The Republic of The Union of Myanmar.

(1) Introduction

This plan is systematically drawn to prevent from fire break out and make necessary preparation which will be able to put out fire immediately in case emergency.

(2)Objective

Fire Protection Plan is established prevent from the loss of factory, equipment and circulation system of factory environment.

(3)Facts of causing Fire

Fire cause because of the following main facts;

(a) Unjust people arson in any ways.

(b) Not systematic - Installation and usage of electricity.

(c) Negligence in using fire.

(d) Starting from the surrounding such as building house, field and etc.

(e) Events of the chemical incident.

(4) Procedures to be carried out

The following prevention measures shall be performed to protect from the cause of fire break-out;

(a) To train people with the support township fire department

(b) To From the fire protection and fire fighters teams.

(c) To train practical proper usage of fire extinguisher, fire sand, fire stick and fire hook occasionally.

(d) To prohibit using match lighter near the flammable are combustible material, take serious action serious action if necessary, to fix smoking area.

(e) To put out and systemically thrown away pieces of fire from the oven and cigarette.

(f) To hang- up visibly fire precaution signboard, all poster such as Fire Caution, No Smoking, etc , in necessary places.

fifteen days. Near the fire extinguisher, to hang-up the board in Myanmar Language.

(i) To use electrical device ,wires systematically and responsible person to examine daily where there is wires burst.

(j) To remove the fire blockade of article in front of the electric switch & fuse for easy switch off.

(k) To clear burnable articles such as light switch, web, floss near light and to put fire extinguisher nearby to put fire causing by electric & diesel.

(l) To switch off the light after the work.

(m) To Fire alarm annually.

(n) To maintain fire protection system in an operative condition at all time and repaired where defective.

(o) Not to block any items at the fire hydrants and fire connections.

(p) To place the telephone numbers in the visible places in order to contact when fire breaks out;

1. Fire Department ,Yangon Region	01-252011
2.People's police force	01-610664
3.General Hospital	01-256112/115

(q) To set up the first Aid procedure in front of the reception counter .

(r) To learn fire – fighting instructions.

(s) To Place the following materials in the visible place and easy accessible places;

(1) Fire extinguisher

(2) Sand bucket

(3) The bucket of water

(4) Fire stick

(5) Fire hook

(6) Touch light for using at night

(7) Axe

(5) If fire breaks out outside the office , inform to officer.

If fire breaks out in working hours ,report to General Manager, Security Officer and Factory Manager ,Admin Manager, Security Officer and Admin Department quickly inform

to the nearest Fire Bridges , People's Police Force and hospital .The Fire Fighters Teams take responsible to put out the fire .

<u>(6) Building Teams</u>

To build the supervisory Fire Fighters Team, Security Team and Rescue & Materials Moving team.

<u>(7) Duties and Responsibilities of Fire Fighters Team</u>

(a) To observe in advance the place of fire extinguisher, fire stick, fire hook, sand bucket, Light switch, main switch, etc .And to train the team to use materials in case of fire.

(b) To practice to be able to use the fire extinguisher, fire stick, fire hooks, and bucket if necessary.

(c) The member of the fire Fighter Team at the place of fire or at the nearest place Quickly put out the fire systematically before bursting into big flames .The rest members bring the fire extinguisher, fire stick, fire hook and sand bucket and extinguisher and fire, Give the Necessary assistant if the fire fighters get to the place of fire.

(d) In case of fire, turn off the electric FUSE and Switch immediately.

<u>(8) The Duties and Responsibilities of security Team</u>

(a) To carry out necessity for the safety of factory staff and the security of factory property.

(b) To ask for responsibilities for the safety to the members of security team in moving factory own valuable properties , factory own documents and materials to the other place giving priority not for getting burned in time of fire.

(c) To assist and coordinator with the security members burned in time of fire.

(d) To allow only in charge persons and members to enter, not allow any other .I not necessary, lock the main door burned in time of fire.

(e) To return the factory own valuable properties, other documents and materials to the relevant persons systematically after getting over fire.

(9) Rescue and Materials Moving Team

(a) To move factory own cash, valuable things and other important and documents and Materials to the safe place quickly according to the priority rank of materials .If necessary, Ask permission to use factory cars from the responsible person for moving things.

(b) To coordinator with Security members and set the safe place for the moved cash and materials.

(c) To pay special attention not to lose or damage of any cash and materials when moved Cash and materials to the place free from fire.

(d) To move the injured persons in the fire to the necessary place

(e) To help and rescue the ill person, disable staffs in time of fire.

(f) To remove patient to fresh air, lay down and rest.

(g) If patient is not breathing, make sure airway is clear and applies artificial respiration. Oxygen may be given, but only under supervision of a trained person.

(h) To keep patient warm.

(i) To call doctor at once or transport to doctor and hospital.

Mr. Zhou Qianhao

Director

To

Chairman

Myanmar Investment Commission

Guotai Fuhua Garment (Myanmar) Company Limited

Factory Social & Welfare Plan

Planning of pleasant Working Conditions and Environment System and Social Welfares for Worker is to be built at Land Plot No.(46), Block No.(24), Ngwei Pin le Industrial Zone, Hlaing Tar Yar Township, Yangon Region, The Republic of The Union of Myanmar.

Objective Planning to create Safety an Pleasant Working Conditions & Environment System and Social Welfare for the workers.

Planning Planning shall be two parts;

(1) Safety and Pleasant Working Condition & Environment System
(2) Social Welfare for the workers.

1. Planning to create the Safety and Pleasant Working conditions & Environment as follows;
   (a) To construct the proper drainage system to get clean water and fresh air ventilation system.

(b) To grow trees and beautiful flowers plants in the compound of the factory. The company will in principle divide the plant into lots according to responsibilities and working area of each department, and give such lot to such relative department.

(c) To arrange enough & suitable benches and tables for lunch and resting for workers.

(d) To train the workers to participate individually in the factory sanitation works and to arrange garbage bins around and in the factory and the workers to do their jobs in the clean and pleasant environment.

(e) To arrange to get fresh air-ventilation at the working place with open windows exhaust fans and air-conditioners. The company will synchronize planning and equipping proper windows or install ventilation fans or fans depending on actual situation for administrative offices.

(f) To construct clean and hygienic toilets separating between men and women workers. Daily sanitation shall be done using proper pest control system.

(g) To modify clear working procedures/rules. The company will pay equally respect to all nation and position.

(h) To respect contributions of employees and recognize their contribution to the company.

(i) To help employees understand and collaborate with each other to complete their jobs effectively. The company will organize collective activities on some Myanmar and Chinese important public holiday to improve understanding between employees and make a good management surrounding.

(j) To give employees the chance to raise creative ideas for development of the company and give them a bonus if they have valuable ideas.

(k) To respect the differences of the personal characteristic or identities between employees in the company.

(l) To learn more about the expectations of employees and the reasons they choose to working in the company and carry out more pre-service training for employee to help them be part of the company as soon as possible, and the company will also occasionally hold a staff forum to understand the working status and recommendation of employees.

2. Planning to create the **Social Welfare** for Workers as follows;

(a) To arrange first aid kits and facilities and special health care staff with qualified healthcare certificate. If accidents happen, the workers will be cured immediately and if necessary, send to hospital and simultaneously to investigate reasons and make sure accident nature. The company will coordinate pay of treatment cost and lawfully approve leave of the employee according to prevailing Myanmar laws.

(b) To arrange purifies drinking water system.

(c) To take care workers immediately when accidents happen and sending the injured workers to the hospitals if necessary. These workers shall to be treated to get the normal condition at the cost of the company.

(d) To appoint workers signing the contract the according the prevailing Myanmar laws, to clearly state such matters as working position, salary and termination of agreement and contract for lawful rights.

(e) To follow up the minimum wages system law down by the relevant authorities and the minimum wages will not be lower than the amount shown in the prevailing Myanmar laws.

(f) To pay over-time charges according to prevailing Labor Law and regulation and in principle not to pay for personal reasons.

(g) To arrange ferry for employees.

(h) To arrange uniforms and safety wares.

(i) To grant gazette holidays according to the Myanmar Official calendar. The workers will be approved to apply leave by employer for a variety of legitimate reasons.

Mr. Zhou Qianhao

Director

Environmental Management Plan

1 **Organization for Evaluation of Environmental Assessment**

We will use the International standard to make measures to protect the environment.

2 **Duration of the Evaluation for Environmental Assessment**

The observation of the environmental assessment took about 1 month.

3 **Compensation Program for Environmental Damages**

a) The current situation

The intended location is in the industrial land zone. There is not people and households living in this area, there are only factories for industry purpose.

b) Compensation Program

During construction period, the major pollution will be particles for garment and no other harmful chemicals.

During the operation period, we will take the following methods in order to protect the environment.

4 **Water Control**

We will use water efficiently and system of control and monitor will be used for usage of water during production.

5 **Waste Management System**

As there will be waste fragment and damage materials, we will throw these to the cabins or containers in order not to come out smell and call YCDC to collect and accumulate to the destinations every month.

6 **System for Storage of Chemicals**

There is no hazardous chemical created during production.

7 **Dust Control**

If necessary, we will supply masks for employees in order to avoid small particles from the garments during production. Dust generated by cutting and processing of materials will be cleaned and sweep regularly in order to minimize level of accumulation and generation of dust.

8 **Noise Control**

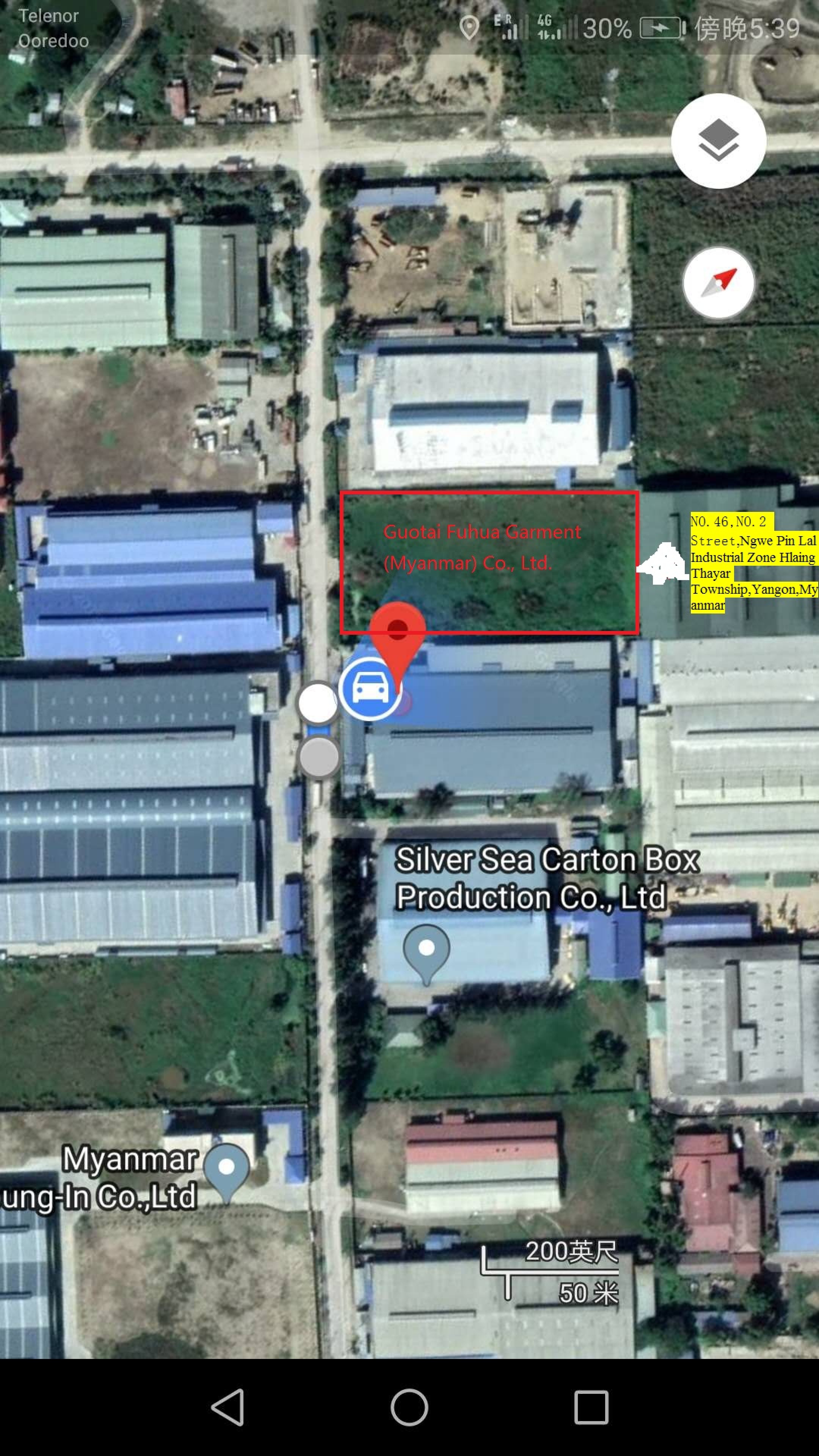
There will be noise from the generators and machinery. We will only use the necessary machinery and will not needs so much control and this is in the industrial zone.

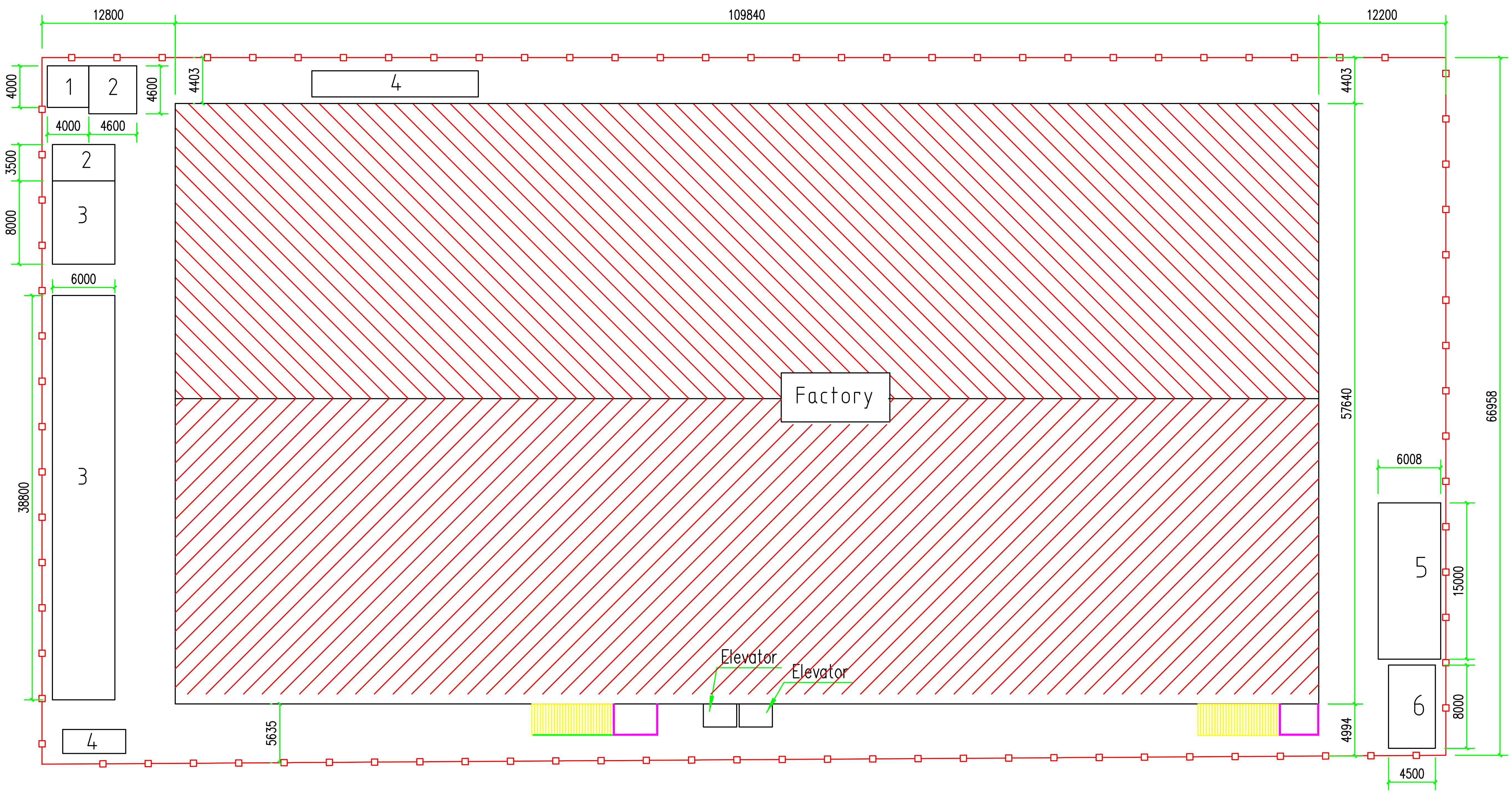
9 **Greenery**

Plantation such as trees and flowers will provide good protection for environment and improve the conditions. We will plant some trees, flower and grass along the boundary of the factory.

Mr. Zhou Qianhao

Director


Telenor
Ooredoo
30%
傍晚5:39
Guotai Fuhua Garment
(Myanmar) Co., Ltd.
NO. 46,NO. 2
Street,Ngwe Pin Lal
Industrial Zone Hlaing
Thayar
Township,Yangon,My
anmar
Silver Sea Carton Box
Production Co., Ltd
Myanmar
ung-In Co.,Ltd
200英尺
50 米



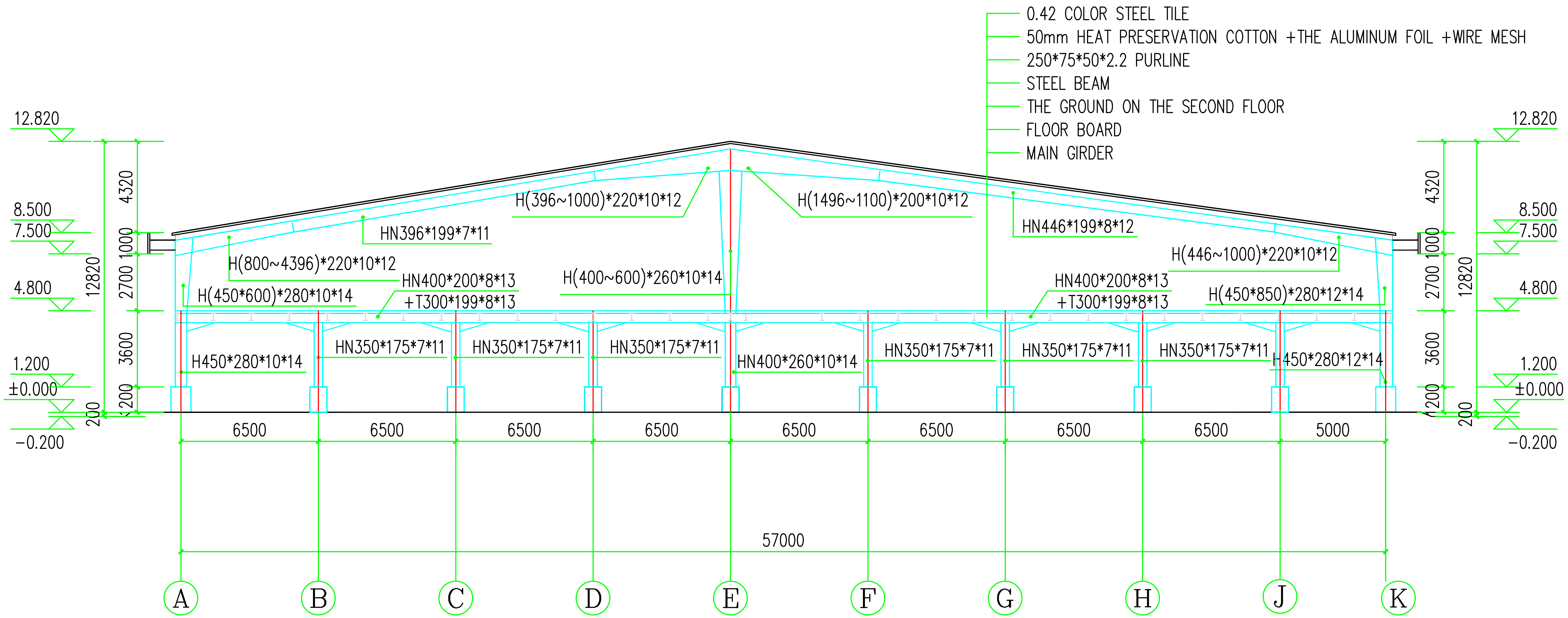
Highway

1、Transformer 2、Distribution Room 3、Generator House 4、Septic Tank

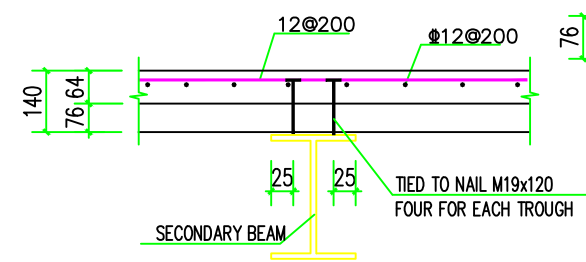
5、Boiler room 6、Hige water tower 7、Dormitory building

All marked units are mm

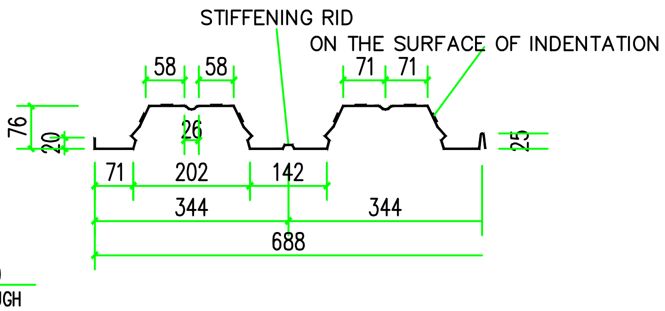
投资公司		设计公司	缅甸方圆有限公司 FANG YUAN Myanmar Co.,Ltd.	审　定			校　对			工程名称	xxx	图纸名称	总平面图	工程编号	xxxxx	阶 段	初步设计
				审　核			设计负责人			项目名称	xxxxxx			图　号	001	日 期	5/2018
				项目负责人			设 计 人									比 例	1:200



1-1PROFILE 1:200

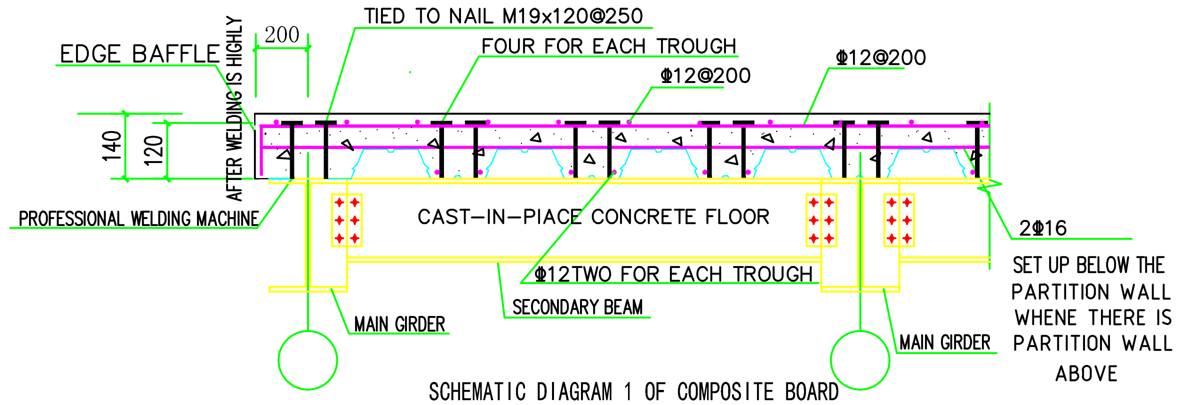


SCHEMATIC DIAGRAM 2 OF COMPOSITE BOARD



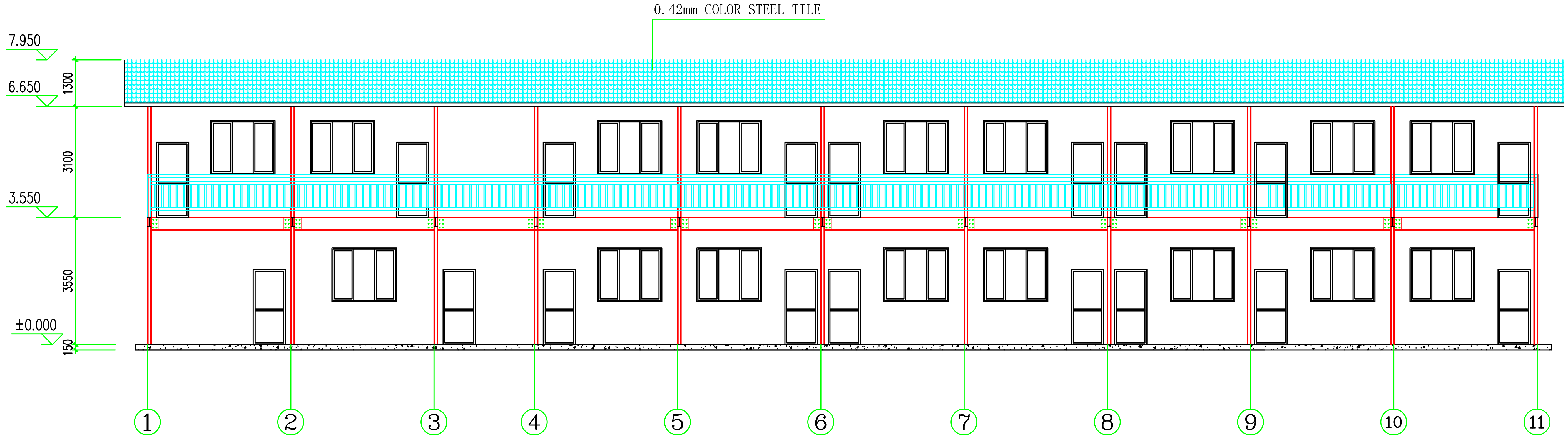
FLOOR PLAN

THICK 1.2mm

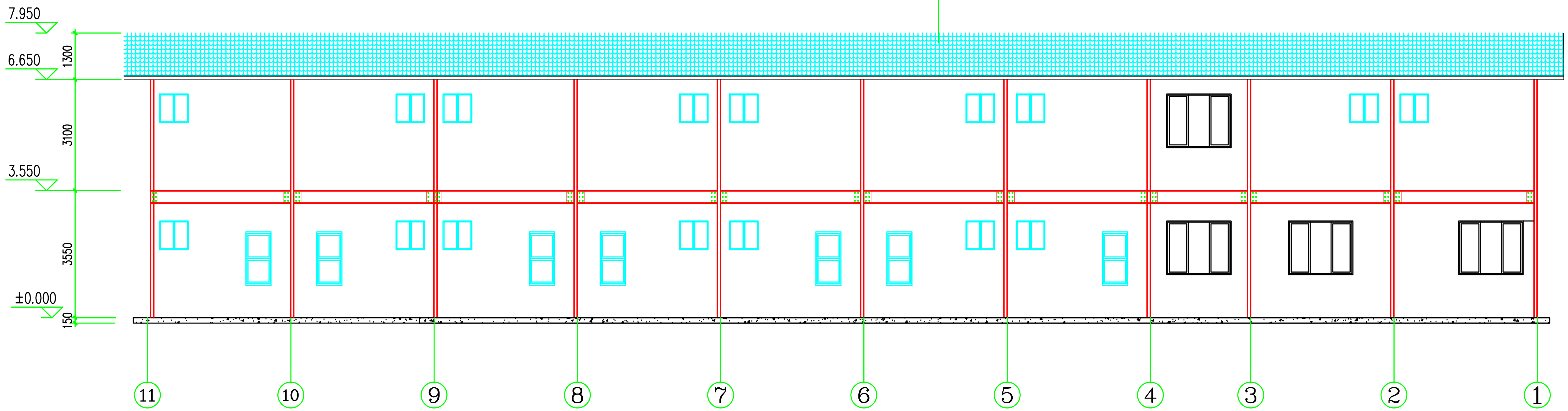


SCHEMATIC DIAGRAM 1 OF COMPOSITE BOARD

投资		设计	缅甸方圆有限公司 FANG YUAN Myanmar Co.,Ltd.	审　定		校　对		工程名称	xxx	图纸	1-1剖面图	工程编号 xxxxx	阶 段 初步设计
				审　核		设计负责人							日 期 5/2018
公司		公司		项目负责人		设 计 人		项目名称	xxxxxx	名称		图　号 005	比 例 1:200



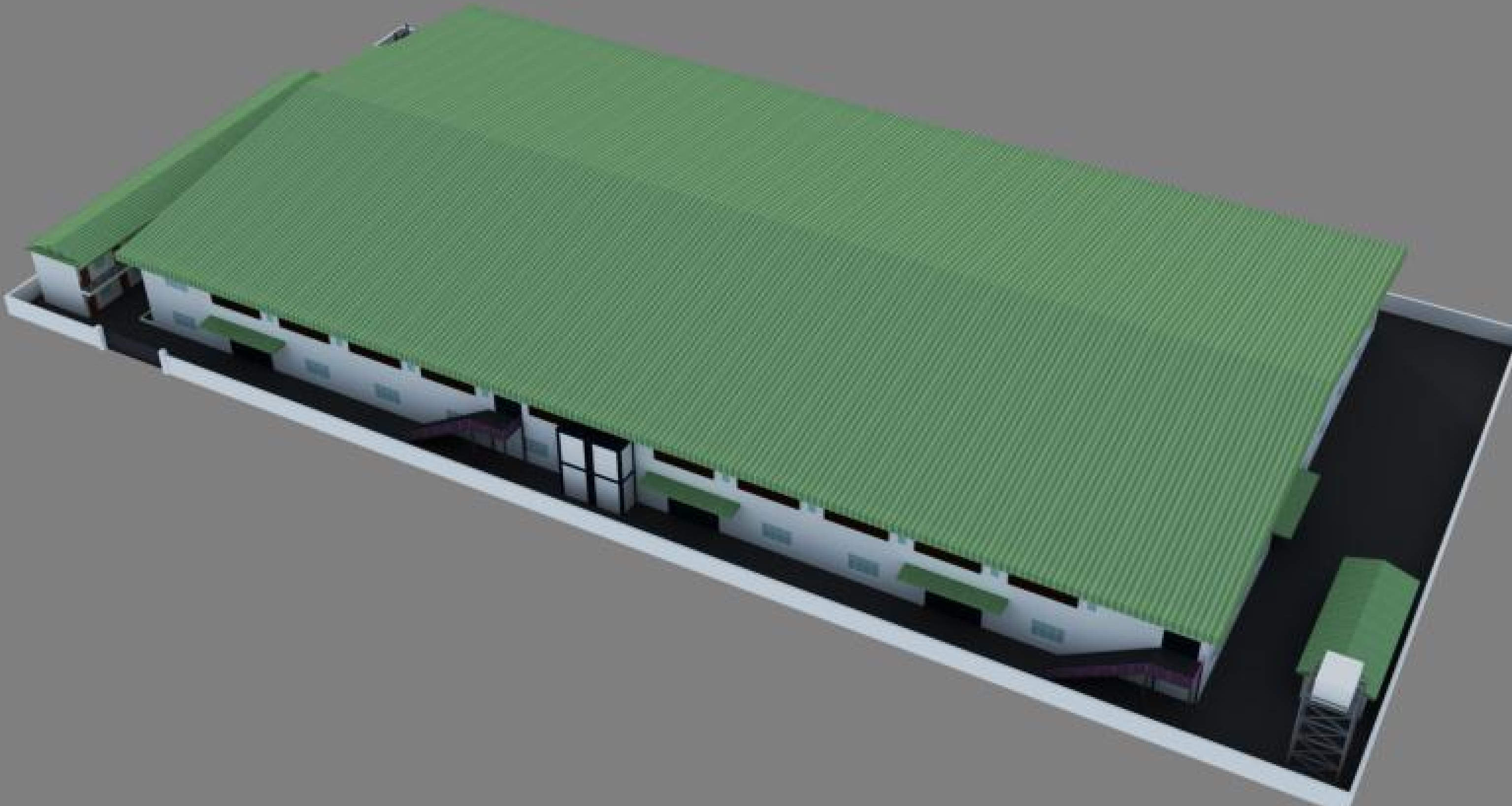
A axes elevation

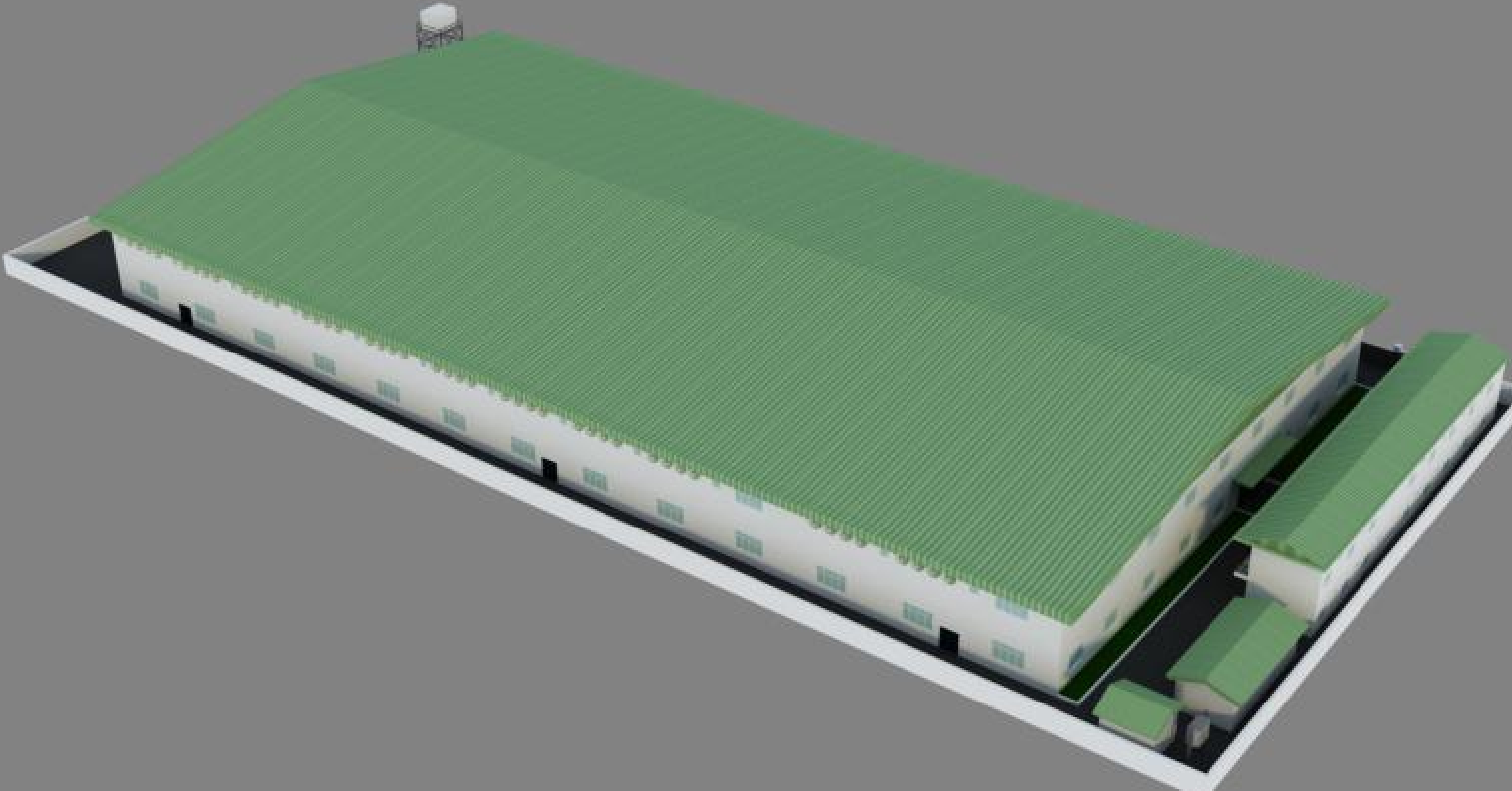


c axes elevation

All marked units are mm

投资公司	国华制衣公司	设计公司	缅甸方圆有限公司 FANG YUAN Myanmar Co.,Ltd.	审　定		校　对		工程名称		图纸名称		工程编号	2018001
				审　核		设计负责人		项目名称				图　号	001
				项目负责人		设 计 人						阶 段	初步设计
												日 期	2018/04/24
												比 例	1:100





List of Shareholders

Exhibit -1

No	Name	Country	Passport No	Percentage	Address
1	FORTUNE RICHES LTD Co.,Ltd	China Hong Kong		**100.00%**	Room 2108-9,Saxon Tower,7 Cheung Shun Street,Lai Chi Kok,Kowloon,H.K.
	(Representative By) Mr. Ding Yue	China	E98388660		
				100%	
Total Investment Amount		**4,500,000USD**			

List of Directors

Exhibit -2

No	Name	Citizen	Passport No	Position	Address
1	Mr. Ding Yue	Chinese	E98388660	Managing Director	Suite 606, Building 68, shagong, Yangshe Town, Zhangjiagang City, Jiangsu Province, China
2	Mr. ZHOU Qianhao	Chinese	G54765930	Director	No 10, Weizhuang, Fenghuang Town, Zhangjiagang City, Jiangsu Province, China

Operating Machinery to be Imported

Exhibit -3

No	Item	HS Code with Four Digit	Unit	Qty	Unit price	Amount (USD)	Source	
							Local	Import
1	band knife	8208900000	SET	5	1120	5,600		Import
2	Spreading machine	8479899990	SET	4	16000	64,000		Import
3	Cutting Machine	8451500000	SET	50	250	12,500		Import
4	Light box	9405409000	SET	1	300	300		Import
5	Fusing machine	8479899920	SET	6	2700	16,200		Import
6	Single needle lock stich auto	8452290000	SET	1000	300	300,000		Import
7	2-Needle lock stitch auto	8452290000	SET	50	400	20,000		Import
8	Overlock machine	8452219000	SET	200	350	70,000		Import
9	Armhole machine	8452290000	SET	10	1800	18,000		Import
10	Computer pocket machine	8452290000	SET	8	15000	120,000		Import
11	Button hole machine	8452290000	SET	12	3500	42,000		Import
12	Electronic eyelet machine	8448499000	SET	5	6500	32,500		Import
13	Snap machine	8452290000	SET	30	280	8,400		Import
14	Double chainstitch machine	8452213000	SET	50	1200	60,000		Import
15	l Needle lockstitch with edge trimmer	8452290000	SET	50	500	25,000		Import
16	Loop machine	8452290000	SET	50	900	45,000		Import
17	Cutting Knife lock stitch machine	8452290000	SET	50	400	20,000		Import
18	Interlock machine	8452290000	SET	30	420	12,600		Import
19	Blind stitch machine	8452290000	SET	10	450	4,500		Import
20	Standing machine	8463900090	SET	50	450	22,500		Import
21	Iron table	8451300000	PCS	150	240	48,000		Import
22	Steam iron table	8451300000	PCS	200	250	25,000		Import
23	Steam iron	8516400000	PCS	100	25	2,500		Import
24	Bartacking machine	8452290000	SET	20	2000	40,000		Import
25	Electronic button machine	8448499000	SET	20	1500	30,000		Import
26	DEhumidifer	8415101000	SET	10	1300	13,000		Import
27	Hydraulic machine	8462919000	SET	1	200	200		Import
28	Electronic scale	8423829090	SET	1	180	180		Import
29	Inkjet plotter	9017100000	SET	2	3200	6,400		Import
30	Templete cutting machine	8465990000	SET	2	5000	10,000		Import
31	Steam Boiler (2 TON)	8402190000	SET	1	30000	30,000		Import
32	FRP suctain system	8414593000	SET	30	150	4,500		Import
33	water curtain system	8424899990	SQM	1	20000	20,000		Import
34	Fabric lnspection Mahine	9031200000	SET	3	1000	3,000		Import
35	Automatic cutting bed	8451500000	SET	3	4000	12,000		Import

Exhibit -3

No	Item	HS Code with Four Digit	Unit	Qty	Unit price	Amount (USD)	Source	
							Local	Import
36	Storage machine	9031809090	SET	2	800	1,600		**Import**
37	Long arm car	8428399000	SET	20	2000	40,000		**Import**
38	Automatic seams	8452290000	SET	20	1500	30,000		**Import**
TOTAL				**2,257**		**1,215,480**		

Remark: All the Imported Machineries and Equipment will be brand new and really need to operate that will be imported from China

Factory Accessories/Machinery to be Imported

Exhibit -4

No	Item	HS Code with Four Digit	Unit	Qty	Unit price (USD)	Amount (USD)	Source	
							Local	Import
1	Cutting table	8451500000	PCS	84	60	5,040		Import
2	Auto cutting table	8451500000	PCS	16	160	2,560		Import
3	Piece cart	8716800000	PCS	20	170	3,400		Import
4	Hydraulic machine	8462919000	Set	6	200	1,200		Import
5	Stainless valve	8481901000	PCS	200	20	4,000		Import
6	Open table	9028309000	PCS	12	65	780		Import
7	High-low inspect table	9031200000	PCS	12	65	780		Import
8	Inspect table	9031200000	PCS	30	65	1,950		Import
9	Position desk	7326909000	PCS	3	65	195		Import
10	Rack	7308900000	PCS	60	50	3,000		Import
11	Pack table	8422303090	PCS	90	62	5,580		Import
12	Wheel table	8479909090	PCS	100	28	2,800		Import
13	Cutting table	8451500000	PCS	20	64	1,280		Import
14	cutting cart	8451500000	PCS	20	100	2,000		Import
15	Pieces table double	9028309000	PCS	84	10	840		Import
16	Pieces table single	9028309000	PCS	560	8	4,480		Import
17	Air pressure tank	8414804090	SET	1	850	850		Import
18	UPS	8536300000	SET	1	9000	9,000		Import
19	Compensate cabinet	9015900090	SET	1	2500	2,500		Import
20	convert cabinet	8537109090	SET	2	2500	5,000		Import
21	Air comperessor	8414804090	PCS	1	400	400		Import
22	Water Purifier	8421219990	SET	1	15000	15,000		Import
23	Spray line groove 200*100(Including accessories)	8302410000	M	14	500	7,000		Import
24	Spray line groove 100*100(Including accessories)	8302410000	M	9	1500	13,500		Import
25	Spray line groove 100*50(Including accessories)	8302410000	M	4	3000	12,000		Import
26	Explision proof lamp T8 45W	9405409000	Set	14	300	4,200		Import
27	Seamless steel pipe	7304111000	PCS	15	200	3,000		Import
28	Generator 600KW	8503009090	Set	2	8000	16,000		Import
TOTAL				**1,382**		**128,335**		

Remark: All the factory accessories will be imported from China

Office Accessories And Automobile Purchased in Local

Exhibit -5

No	Item	Unit	Qty	Unit price (USD)	Amount (USD)	Source	
						Local	Import
1	VEHICLE	Set	3	50000	150,000	Local	
2	Computer	Set	10	500	5,000	Local	
3	copy machine	PCS	1	600	600	Local	
4	printer	PCS	5	160	800	Local	
5	Attendance machine	PCS	5	100	500	Local	
6	CCTV	Set	1	6000	6,000	Local	
7	Audio system	PCS	1	4000	4,000	Local	
8	AIR CONDITINOR	PCS	40	400	16,000	Local	
10	TV	PCS	20	300	6,000	Local	
11	TeLephone	PCS	30	20	600	Local	
12	Table	PCS	50	150	7,500	Local	
13	chAir	PCS	120	50	6,000	Local	
15	Meeting table	PCS	5	300	1,500	Local	
16	File box	PCS	10	200	2,000	Local	
17	safe box	PCS	3	300	900	Local	
18	Sofa	Set	2	400	800	Local	
19	Tea table	PCS	2	50	100	Local	
20	Projector	PCS	2	500	1,000	Local	
21	Needles	BOX	2,000	18	36,000	Local	
22	Bed	PCS	30	110	3,300	Local	
23	Table	M	338	15	5,070	Local	
24	LED lamp	UNIT	1	3000	3,000	Local	
25	Eight holc socket(With bottom box)	Set	3	2000	6,000	Local	

26	The fire box	UNIT	25	300	7,500	Local
28	Cable YJV1*240mm2	M	14	1000	14,000	Local
29	Cable YJV1*185mm	M	10	1000	10,000	Local
30	Cable YJV1*150mm2	M	9	1500	13,500	Local
31	Cable YJV1*120mm	M	7	2000	14,000	Local
32	Cable YJV1*70mm2	M	4	2000	8,000	Local
33	Cable YJV1*50mm	M	3	3000	9,000	Local
34	Cable YJV1*35mm2	M	2	3000	6,000	Local
35	Cable YJV1'25mm2	M	2	2000	4,000	Local
36	Cable YJV1'16mm2	M	1	2000	2,000	Local
37	Stool	PCS	700	8	5,600	Local
38	10 li tie rod	PCS	4	3000	12,000	Local
39	PVC Circular tube	PCS	5	200	1,000	Local
40	PVC1/2”2.0MM	PCS	4	2000	8,000	Local
41	A security exit 1 ∮220V 50HZ	UNIT	7	32	224	Local
42	Emergency lighting 1 ∮ 220V 50HZ LED	UNIT	7	32	224	Local
43	LED lights T8 18W	UNIT	4	2000	8,000	Local
44	Power cabinet	Set	2,850	6	17,100	Local
45	Distribution box	Set	185	30	5,550	Local
46	Galvanized steel pipe	PCS	6	300	1,800	Local
47	DN100 Galvanized pipe	PCS	10	100	1,000	Local
48	BVV 10mm2	BALE	70	50	3,500	Local
49	BVV 2. 5mm2	BALE	15	200	3,000	Local
50	BVV6mm2	BALE	40	200	8,000	Local
51	BVV 4mm2	BALE	25	100	2,500	Local
52	BVV 1. 5mm2	BALE	10	200	2,000	Local
53	lron	PCS	100	18	1,800	Local
	TOTAL		**6,801**		**431,968**	

Goods Quantity to be produced (USD)

Exhibit-6

No	Prouducts Items	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 to Year 15
1	Jacket	Qty (pcs)	300,000	315,000	330,750	363,825	400,208
2	pants	Qty (pcs)	700,000	735,000	771,750	848,925	933,818
3	Shirt	Qty (pcs)	170,000	178,500	187,425	206,168	226,784
4	coat	Qty (pcs)	170,000	178,500	187,425	206,168	226,784
5	parka	Qty (pcs)	150,000	157,500	165,375	181,913	200,104
6	blouse	Qty (pcs)	150,000	157,500	165,375	181,913	200,104
	TOTAL		**1,640,000**	**1,722,000**	**1,808,100**	**1,988,912**	**2,187,802**

Remark: All the Produced will be exported to Europe.

Goods to be produced and CMP

Exhibit -7

No	Product Item	Unit	Year 1			Year 2			Year 3		
			Unit Price (USD)	Qty	Value (USD)	Unit Price (USD)	Qty	Value (USD)	Unit Price (USD)	Qty	Value (USD)
1	JACKET	Qty (pcs)	3.5	300,000	1,050,000	3.5	315,000	1102500	3.5	330,750	1,157,625
2	PANTS	Qty (pcs)	2	700,000	1,400,000	2	735,000	1470000	2	771,750	1,543,500
3	Shirt	Qty (pcs)	1.2	170,000	204,000	1.2	178,500	214200	1.2	187,425	224,910
4	Coat	Qty (pcs)	4	170,000	680,000	4	178,500	714000	4	187,425	749,700
5	parks	Qty (pcs)	4.5	150,000	675,000	4.5	157,500	708750	4.5	165,375	744,188
6	Blouse	Qty (pcs)	1.5	150,000	225,000	1.5	157,500	236250	1.5	165,375	248,063
	Total			**1,640,000**	**4,234,000**		**1,722,000**	**4,445,700**		**1,808,100**	**4,667,985**

No	Product Item	Unit	Year 4			Year 5 to Year 15		
			Unit Price (USD)	Qty	Value (USD)	Unit Price (USD)	Qty	Value (USD)
1	JACKET	Qty (pcs)	3.5	363,825	1,273,388	3.5	400,208	1,400,728
2	PANTS	Qty (pcs)	2	848,925	1,697,850	2	933,818	1,867,636
3	Shirt	Qty (pcs)	1.2	206,168	247,402	1.2	226,784	272,141
4	Coat	Qty (pcs)	4	206,168	824,672	4	226,784	907,136
5	parks	Qty (pcs)	4.5	181,913	818,609	4.5	200,104	900,468
6	Blouse	Qty (pcs)	1.5	181,913	272,870	1.5	200,104	300,156
Total				**1,988,912**	**5,134,789**		**2,187,802**	**5,648,265**

Raw Materials Requirement for Per Unit (NORM)

Exhibit -8

No	Partoculars	Unit	LIST OF PRODUCTS					
			jacket	pants	Shirt	coat	parka	blouse
			Per Unit	Per Unit	Per Unit	Per Unit	Per Unit	Per Unit
1	Fabric Woven	YDS	2.30	1.50	1.20	1.60	1.65	1.15
2	Knit	KGS				0.34		0.23
3	Zipper	PCS.	3.00	1.00		1.00	1.00	1.00
4	Interlining	YDS.	0.30	0.20	0.25			0.30
5	Main Label	(PCS)	1.00	1.00	1.00	1.00	1.00	1.00
6	Washing Label	PCS	1.00	1.00	1.00	1.00	1.00	1.00
7	Size Labe	PCS	1.00	1.00	1.00	1.00	1.00	1.00
8	Drawing String		1.50					
9	Elastic	YDS		1.00				
10	Nylon Buckles	YDS.	0.20					
11	Button	PCS	12.00	4.00	4.00	6.00	10.00	5.00
12	Invisible button	PCS			1.00			
13	Polybag	PCS	1.00	1.00	1.00	1.00	1.00	1.00
14	Hangtag	PCS	1.00	1.00	1.00	1.00	1.00	1.00
15	Thread (CoNES)	YDS.	0.12	0.05	0.08	0.04	0.04	0.07
16	Piping	YDS.	1.00	0.50	0.08	0.04	0.04	0.07
17	Eyelet	PCS	4.00					
18	Lea kage button	PCS	2.00			1.00		
19	Carton	PCS	1.00	1.00	1.00	1.00	1.00	1.00
20	Lox Pin	PCS	1.00	1.00	1.00	1.00	1.00	1.00
21	Tissue Paper	PCS	1.00	1.00	1.00	1.00	1.00	1.00
22	Hanger	PCS	1.00	1.00	1.00	1.00	1.00	1.00
23	Size Ring	PCS	1.00	1.00	1.00	1.00	1.00	1.00
24	Lace	YDS.					1.00	
25	Transferprint	PCS				1.00		
26	Stop Button	PCS	2.00	2.00				
27	Bib collar	PCS			1.00			1.00
28	Bowknot	PCS			1.00			1.00
29	Clip	PCS	4.00	2.00	4.00	3.00	3.00	4.00
30	Ball Paper	PCS			1.00			1.00
31	Shirt collar	PCS			2.00			2.00
32	Felt	PCS			2.00			2.00

List of Personnel Requirement

Exhibit -9

	Description	Year 1			Year 2			Year 3			Year 4			Year 5 to Year 15		
		Qty	Per Month (Kyat)	Value (Kyat)	Qty	Per Month (Kyat)	Value (Kyat)	Qty	Per Month (Kyat)	Value (Kyat)	Qty	Per Month (Kyat)	Value (Kyat)	Qty	Per Month (Kyat)	Value (Kyat)
	Local Personnel (Production)															
1	HR Manager	1	550,000	6,600,000	1	577,500	6,930,000	1	605,000	7,260,000	1	632,500	7,590,000	1	660,000	7,920,000
2	sewing Workers	1400	246,000	4,132,800,000	1410	258,300	4,370,436,000	1420	270,600	4,611,024,000	1430	282,900	4,854,564,000	1450	295,200	5,136,480,000
3	cuning Workers	150	221,000	397,800,000	165	258,300	511,434,000	180	270,600	584,496,000	200	282,900	678,960,000	250	265,200	795,600,000
4	Iron and packingworker	300	217,000	781,200,000	330	227,850	902,286,000	350	238,700	1,002,540,000	400	249,550	1,197,840,000	450	260,400	1,406,160,000
5	warehouse starf	10	198,000	23,760,000	11	207,900	27,442,800	12	217,800	31,363,200	12	227,700	32,788,800	12	237,600	34,214,400
6	Administrative Starf	10	244,000	29,280,000	11	256,200	33,818,400	12	268,400	38,649,600	12	280,600	40,406,400	12	292,800	42,163,200
7	Technical and Professional Staff	10	380,000	45,600,000	11	399,000	52,668,000	12	418,000	60,192,000	12	437,000	62,928,000	12	456,000	65,664,000
8	Security	10	160,000	19,200,000	11	168,000	22,176,000	12	176,400	25,401,600	12	185,220	26,671,680	12	194,481	28,005,264
9	superviwory staff	10	538,000	64,560,000	11	564,900	74,566,800	12	593,145	85,412,880	12	622,802	89,683,524	12	653,942	94,167,700
10	office and Cierical Staty	5	254,000	15,240,000	6	266,700	19,202,400	6	280,035	20,162,520	6	294,037	21,170,646	6	308,739	22,229,178
11	Quality Control Staff	30	238,000	85,680,000	33	249,900	98,960,400	36	261,800	113,097,600	36	273,700	118,238,400	36	285,600	123,379,200
	Total	1936		5,601,720,000	2,000		6,119,920,800	2,053		6,579,599,400	2,133		7,130,841,450	2,253		7,755,982,943

	Description	Year 1			Year 2			Year 3			Year 4			Year 5 to Year 15		
		Qty	Per Month (USD)	Value (USD)	Qty	Per Month (USD)	Value (USD)	Qty	Per Month (USD)	Value (USD)	Qty	Per Month (USD)	Value (USD)	Qty	Per Month (USD)	Value (USD)
	Foreign Personnel (Production)															
1	Manager	3	1,500	54,000	3	1,650	59,400	3	1,815	65,340	3	1,997	71,874	3	2,196	79,061
2	Technical and Professional Staff	4	950	45,600	4	1,045	50,160	4	1,150	55,176	4	1,264	60,694	4	1,391	66,763
3	superviwory staff	5	800	16,800	5	880	52,800	5	968	58,080	5	1,065	63,888	5	1,171	70,277
4	Quality Control Staff	8	800	28,800	8	880	84,480	8	968	92,928	8	1,065	102,221	8	1,171	112,443
	Total	**20**		**99,600**	**20**		**109,560**	**20**		**120,516**	**20**		**132,568**	**20**		**328,544**

Exchange Rate: 1US Dollar = 1450 Kyats (15.8.2018)

Investment Plan

Exhibit -10

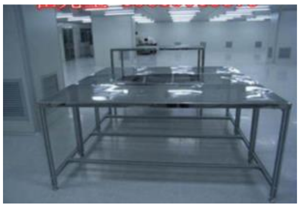
No	Description	Total (USD)
1	Construction for factory and building	2,409,200
3	Operating Machinery to be Imported	1,215,480
4	Factory Accessories/Machinery to be Imported	128,335
5	Office Accessories And Automobile Purchased in Local	431,968
6	Cash	315,017
	Total	**4,500,000**

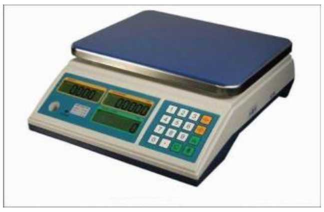
Operating Machinery Photo

Exhibit -11

No.	Name of Machonery	Photo
1	band knife	
2	Spreading machine	
3	Cutting Machine	
4	Light box	
5	Fusing machine	
6	Single needle lock stich auto	
7	2-Needle lock stitch auto	

8	Overlock machine	
9	Armhole machine	
10	Computer pocket machine	
11	Button hole machine	
12	Electronic eyelet machine	
13	Snap machine	
14	Double chainstitch machine	
15	l Needle lockstitch with edge trimmer	

16	Loop machine	
17	Cutting Knife lock stitch machine	
18	Interlock machine	
19	Blind stitch machine	
20	Standing machine	
21	Iron table	
22	Steam iron table	
23	Steam iron	

24	Bartacking machine	
25	Electronic button machine	
26	DEhumidifer	
27	Hydraulic machine	
28	Electronic scale	
29	Inkjet plotter	
30	Templete cutting machine	
31	Steam Boiler (2 TON)	

32	FRP suctain system	
33	water curtain system	
34	Fabric lnspection Mahine	
35	Automatic cutting bed	
36	Storage machine	
37	Long arm car	
38	Automatic seams	

Photo of Product

Exhibit -12

No.	Name of Product	Photo	
1	All kinds of Jacket		
			

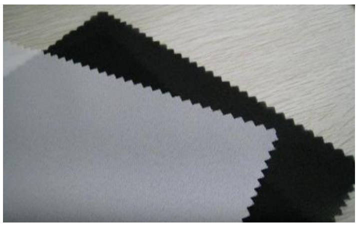
2	All kinds of pants		
			
3	All kinds of Jacket		
			

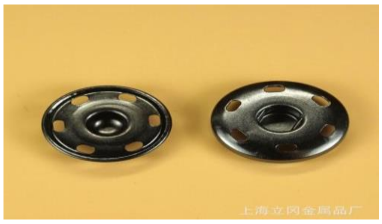
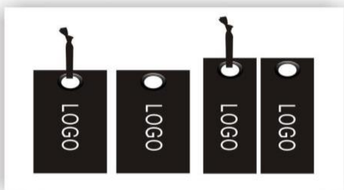
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5	All kinds of parka		
			
6	All kinds of blouse		
			

Photo of Raw Material

Exhibit -13

No.	**Name of Product**	Photo
1	Fabric woven	
2	knit	
3	zipper	
4	Yarn	
5	Interlining	
6	MAIN LABEL	
7	Washing Label	

8	Size Label	
9	Drawing String	
10	Elastic Belt	
11	Nylon Buckics	
12	Button	
13	Invisiblc button	
14	Polybag	
15	Hangtag	

16	Sewing Threads	
17	Piping	
18	Eyelet	
19	Lcakage button	
20	carton	
21	Lox Pin	
22	Tissue Paper	
23	Hanger	

24	Size Ring	
25	Lace	
26	Trans ferprint	
27	Stopper Button	
28	Bib collar	
29	Bowknot	
30	Shirt collar	

Photo of Raw Material

Exhibit -14

